

1894-057 Chancery Causes: David Merideth vs. D. C. Anderson &
Lee Co.

Folder 1012

McGeorge, Durham, Thomson, Legg, Kane, Baker, Thompson,
Peterson, Scott, Orrender, Orender, Young, Thacker, Irvine,
Waller, Martin, Wisely, Carter, Ward, Edens, Pendleton, Pridemore

2 Plats

CA-Contract Dispute
T-Property

-Deed

To the Hon. H. S. K. Morrison Judge of the
Circuit Court of Lee County Virginia
Your Orator David Merideth who
humbly complaining would re-
spectfully represent, that he is the
owner in fee of a large body of
land, situated in Lee and Scott Coun-
ties, the County line as recognized
running through the same - This
farm was once owned by Henry
S. Kane, who for many years
rented it to one Claiborne Merideth, who
clear fenced and cultivated it. At the
sale of said Kane's real estate under
some order of Court your orator
purchased this farm from Commis-
sioners Vance & Wood, and which con-
sists of about 342 acres. This pur-
chase, was made, about the year 1880
and he went into the immediate pos-
session thereof and so remained un-
interrupted until a few days ago
when one D. C. Anderson, claiming
to act, as the agent of one Wm Mc-
George Jr, entered upon part of said
land and is now actively engaged in
cutting and hauling therefrom the valuable
timber thereon, and he has several
men and teams engaged in taking the
same off and from said land. The
said Wm McGeorge Jr, is a man resident
of this State and so is said Anderson or
at least he has been only a short
time, in the neighborhood, and so for

as your crator knows he has no
property whatever, in this state. And
if these parties are permitted to take
this timber from ~~them~~ your crator's
law irreparable injury will be
done him

Your Complainant thinks proper to say
that said D. C. Anderson well knows the
fact that your crator is in the pos-
session of, has a deed for and claims
said land; and he your crator believes
that ^{this} is an effort upon the part of
said Wm McGeorge Jr. to take forcible
possession of and use land which
he does not have sufficient con-
fidence to assert in Court. Said
McGeorge is informed is a Minister of
the Gospel and a Lawyer of note in
his own Country, ~~and he has not~~
the Christian Charity of the one, nor
the Confidence of the other to, assert his
rights, if he has any, in the Courts
of the Country. But seeks by force and
the might of power, to trample down
and run over what he seems to
consider, as a defenseless man
against the power, and overshadow-
ing prestige of his great name.

Your crator is advised that said
McGeorge has no legal or valid claim
to said land, never has had posses-
sion of the same, and has no right
to such possession. He is further
informed believes and charges that if he

is driven to an action at law, your
crator will suffer great loss and his
rights be jeopardized. He charges that
these acts by said D. C. Anderson his em-
ployees and the acts of the said McGeorge
are willful, deliberate, planned and
premeditated trespasses upon your cra-
tor's rightful possessions, and that
he has not a complete remedy at
law. That these acts are now being
committed on that part of said land
situated in Lee County Va.

The object of this bill therefore is
to enjoin and inhibit the said Wm
McGeorge Jr. by agent or employee
and the said D. C. Anderson acting by
his said agent, from cutting remov-
ing sawing rising or in any way
taking from said premises any timber
trees or logs, cut by them from said
land, or selling disposing of using
or manufacturing ^{timber} ~~the~~ already cut, and
on said land; or cut and remove ^{therefrom} therefrom.
The prayer of your crator therefore
is that Wm McGeorge D. C. Anderson agent
of Wm McGeorge Jr. his employees and
servants from cutting removing rising
or selling any timber cut, or uncut
upon your crator's land or which has
been removed therefrom. And for
all other further or general relief
may lawfully issue &c.

A. L. Ouellette
P. S.

1892 1st May Rules
 Contd for O.P.
 " 2nd May Rules
 Visi Conf dand
 Contd for O.P.
 " 1st June Rules taken
 last Monday in
 May, O.P. Contd
 + Cause set for
 hearing by Jiff

1892 Nov Decretal
 1893 Nov April June Decretal
 1894 Nov Contd Mar, Contd
 1894 June Contd
 " Nov Decree final
 O.B.P 65-

Defts Costs	Defts Costs
H. 2 \$17.50	H.C. 1.71
S 1.00	Depo 16.60
Depo 2 3.25	M.C. 70
Dr. 5.00	C.C. 4.75
A. 15.00	\$23.76
M.C. 3.78	
\$40.53	

David Meredith

v.3 & Bill Chy

D. C. Anderson et al

Impunctura granted pursuant
 to the provisions of the bill
 inflicting the said - Mrs McGeorge
 & Co. Anderson their servants
 agents or employees from
 cutting the timber on the
 bill mentioned from the land
 on which the said bill is
 mentioned order of the court.
 But this impunctura will not
 become operative until the
 plaintiff or some one for
 him or her catch and with good
 security before the clerk of this
 court the penalty of \$1500. The
 said to be paid to pay all damages
 and to be secured by the impunctura
 as the law directs
 is the clerk of H. C. Division
 the circuit court April 2nd 1892
 of the court of

1892 2nd April Rules
 Bill filed 3ba End
 on same date
 as to same order
 + Contd

Virginia Lee County is wit:
 This day David Meredith personally appeared
 before me and made oath that the foregoing
 bill and the statements therein are true as far
 as made upon his own knowledge, and so
 far as made upon information derived from
 others he believes them to be true -
 Given under my hand this 1st March 1892
 D. C. Anderson
 Notary Public Lee Co. Va.

In Circuit - Court

David Merideth

vs $\frac{1}{2}$ Luch.

D.C. Anderson et al

The demurrer of D.C. Anderson to a bill exhibited against him & others in your honor's said court of chancery in the above styled cause -

Respondent for demurrer says, the plaintiff's said bill is not sufficient in law, whereof he prays judgment

R. T. Laine
for respondent

David Meredith

13 { Drumroff
D.C. Anderson
}

D.C. Anderson
dec

VIRGINIA, Lee Circuit Court, to wit:

D. C. Anderson)
)
 ads) In Chancery. Answer.
)
 David Meredith.)

The separate demurrer and answer of D.C.Anderson to a bill exhibited against him and others in your honor's said court of chancery in the above styled cause:

For demurrer respondent says that the plaintiff's said bill is not sufficient in law whereof he prays judgment,&c.

But should further or other answer be required respondent answering says it is true as alleged in the plaintiff's bill that he is the agent of William McGeorge, Jr., and that as such he was at the time ^{the} injunction in this cause was served upon him, engaged in ^{cutting +} ~~acting~~ and preparing for market some timber trees which he supposes are within the lines of the tract of land mentioned, but of this fact he has only hearsay evidence and asks for strict proof. He was acting under the direction of the said William McGeorge, Jr., and certain other persons who jointly with him own a portion of the said tract as respondent will now show. On the 1st day of September, 1856, there issued from the Commonwealth of Virginia a grant to one A. J. Pendleton for one hundred (100) acres of land lying in Lee County on Powell's Mountain, the exact location and boundary lines of which are more particularly described in a ^{certified} ~~copy~~ copy of said grant which is filed herewith marked Defendant's Exhibit "A". On August 29th, 1887, by deed of that date, the said A. J. Pendleton sold and conveyed to one William D. Jones the said tract of land, which deed is recorded in ^{See 6.} Deed-book 23 p. 431, a certified copy of which is herewith filed marked Defendant's Exhibit "B". The said William D. Jones by deed dated February 18th, 1888, conveyed a one-fourth interest in said tract along

with certain interests in a large number of other tracts, to one S. Lawrence French, which deed is recorded in Lee County Deed-book 23 p.363; and subsequently by deed dated February 21st, 1890, the said William D. Jones made a second deed, or deed of confirmation, to the said French for the said interest in this tract, which deed is recorded in Lee County Deed-book 24 p.558, a certified copy of which latter deed is herewith filed marked Defendant's Exhibit "C". The said William D. Jones by deed dated January 22nd, 1889, conveyed inter alia a one-half interest in said tract, to one John M. Bailey, which deed is recorded in Lee County Deed-book 24 p.39. The said John M. Bailey by deed dated January 22nd, 1889, conveyed the said interest inter alia to one Josiah H. Mann, which deed is recorded in Lee County Deed-book 24 p.146. The said Josiah H. Mann by deed dated ~~January~~ December 19th, 1889, conveyed the said one-half interest to ~~an~~ respondent's co-defendant, William McGeorge, Jr. which deed is recorded in Lee County Deed-book 24 p.426. The said William D. Jones by deed dated April 1st, 1889, conveyed inter alia a one-eighth undivided interest in said tract to the said William McGeorge, Jr., which deed is recorded in Lee County Deed-book 24 p.103, and also by deed dated April 1st, 1889, the said Jones conveyed the remaining interest in said tract inter alia to Percy McGeorge, Trustee, which deed is recorded in Lee County Deed-book 24 p.78. All the latter mentioned deeds are very lengthy and convey a large number of tracts of lands and interests in lands, and to have certified copies of them will require a considerable cost, but if required so to do by your honor respondent will file with this answer copies thereof. Respondent states that the title to the said property therefore is at present vested one-fourth thereof in S. Lawrence French, five-eighths thereof in William Mc-

Marked respectively Defts. Exhibits "D" "E" "F" "G" & "H"

one 2.1 acre piece of land which is recorded in the county
with certain interests in a large number of other pieces of

George, Jr., and one-eighth in Percy McGeorge, Trustee.

Respondent is informed and believes that the title thus deduced is the oldest and the best title to the 100 acres in question; that it has been held in possession by the said Pendleton and those claiming under him since the year 1856; that it is a piece of woodland with no clearing or improvement on it, except a small clearing of a few acres which was made by Claiborne Meredith a few years since with which the plaintiff in this cause had nothing whatever to do and which did not in any way enure to his benefit; and with the possible exception also of a small clearing and a few improvements made on a part of the said land within the last year or two by a saw mill man which latter act was in no way connected with the plaintiff in this cause.

Respondent states that his employees the owners of the land as aforesaid and those under whom they claim have for a long number of years had this tract of land in possession, paying taxes on it, and doing whatever other acts of actual, visible and notorious ownership have been done in connection therewith; that the said owners have been engaged in developing this tract and a number of other tracts owned by them in the same neighborhood within the past year, marketing the timber therefrom and mining the ore thereunder, and that they were at the time the injunction was served on respondent as aforesaid in good faith engaged in realizing upon and developing what they as well as respondent consider, their own property.

Respondent is informed and believes, and therefore charges that the title which the plaintiff sets up in this cause is totally worthless so far as the same affects the 100 acres in dispute. Respondent is informed that the title to the 342 acres mentioned in the plaintiff's bill stands in this way:

RECORDED IN FOLLOWING BOOK PAGE 1007 THE FIFTY FIVE
(30476) 1007 AND ONE-SEVEN IN BOOK 1000, NO. 1007.

Claiborne Meredith, the father of the plaintiff in this cause lived on a part of the said tract for a long number of years, and while so living on it ^{of} contained a deed therefor from one William Collier, which deed is of record in the Lee County Court Clerk's office; and that he occupied and enjoyed the said tract of land as his own exclusively except so far as the same conflicted with the 100 acres here spoken of; that about the year 1880 the said Claiborne Meredith being then an old man, left the State of Virginia for a few years and resided in the State of Kentucky temporarily, with a daughter, leaving his son David in charge of his home place. When he returned he found that his son had taken a quit-claim deed to the tract from Vance and Wood, Commissioners, and was trying to oust him of his title to the land, but the said Claiborne Meredith went on the land, took possession of it again, and finally sold out and conveyed by deed to Isaac Wisely and Thomas Vermillion, who subsequently conveyed to J.B.F. Mills and J.C. Scott, the said J.C. Scott having since conveyed his interest therein to the said Mills, who as your respondent is informed recognizes the title of respondent's employers between whom and the said Mills there is no controversy as to the 100 acres in question. Respondent therefor feels justified in stating that the plaintiff in this cause has no shadow of a valid title to the 100 acres in question, and a title of very questionable validity, if of any validity at all to the remainder of the ³⁴²~~100~~ acres.

Respondent will further state that he is informed that a few years since one Harvey Young laid a patent on a large portion of this same tract of land, and the plaintiff in this cause and the said Young becoming involved in a controversy about the same their dispute was referred to three arbitrators, and the plaintiff in this cause before the said arbitrators

set up his father, Claiborne Meredith's title and did not claim under his own in any way, thereby showing his own distrust and lack of confidence to the title which he now parades before this court as superior to the title of respondent's employers.

Respondent states that although his co-defendant, Wm. McGeorge, Jr., is not a resident of Virginia, that he has a large amount of property in Virginia and is amply responsible for all his actions; and he further states that he himself has been for more than a year past, and is now, a resident of this state.

Having answered the plaintiff's bill as fully as he is advised it is material for him to answer, and now denying each and every allegation of the plaintiff's bill not heretofore admitted or denied respondent prays to be dismissed with his proper costs in this behalf expended.

D. C. Anderson

R. T. Irvine
atty for respondent

VIRGINIA, Wise County, to wit:

I, W. T. Keilborn, a Notary Public in and for the County aforesaid in the State of Virginia, certify that D. C. Anderson this day personally appeared before me in my County aforesaid and made oath that the statements made in the foregoing answer so far as made on his own knowledge are true, and so far as made upon information derived from others he believes them to be true.

Given under my hand this the 4 day of June, 1892.

W. T. Keilborn

Notary Public.

D. C. Anderson
ads Answer. In Chy.

David Meredith

David Merideth

against

D. C. Andersen et al. } In Chy.

This cause comes on again
this day to be heard upon
the papers formerly read and
the argument of Counsel.

On consideration of which and
for reasons appearing to the
Court the injunction heretofore
awarded in this case is per-
petuated and made final, and the
defendants and each of them
and those claiming under them
are enjoined and forever inhibited
from cutting, destroying, molesting
or going upon ^{part of the} ~~that~~ 100 acre tract
of land known as the A. J.

Pencelton tract, which is shown
by the survey and depositions of
S. W. Thacker, filed in this cause
to be embraced in the cases of
the deed of Vance & Wood Corners
to the plaintiff David Merideth, viz
Beginning at a white walnut stump
at foot of the mountain, ^{and shown on said plat} and with
the black dotted line to a stake, and
thence with said black stated line
to a black walnut on top of
Pencelton mountain. And C. C.
Stout receiver in this cause

will pay over to the p^{ff} David
Merideth the funds in his hands
derived from the sale of Timber as
directed heretofore in this Cause
after deducting his lawful costs
and charges for making rule of the
court, which shall not exceed
5 per cent of the amt, ~~and which~~
~~for cost shall be taxed by the~~
~~clerk with the other costs of~~
~~this suit~~. And it is adjudged
ordered and decreed that that
the p^{ff} recover from the defend-
ant the cost of this suit
And either party may withdraw
any monument of title filed in
this Cause by leaving with the
Clerk an attested office copy
thereof to be kept on file with
the papers of this Cause. And said
~~receiver will file in this Cause~~
~~a report of his actions & charges~~
~~as a guide to the clerk in the~~
~~taxation of costs~~. And no
further action being necessary
the Cause is stricken from the
Docket.

Daniel Merideth

Decree

D. C. Anderson

Nov. 7. 1894

Copied in Chancery

Order Book

Page 63

Order This

Nov. 10 1894

W. J. M.

Superior Court

David Meredith

vs

Ex parte

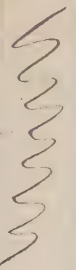
W.C. Anderson et al

Upon motion of
the plaintiff herein by counsel,
and the defendants by counsel
consenting thereto, it is ordered
that so much of the decree
entered in this cause on June
16th 1892 as appoints A. M.
Goin a Special Commissioner
herein for the purposes mentioned
in said decree be and the same
is hereby vacated and annulled
and said Goin shall act no
further in said capacity, ^{and} the
parties hereto shall proceed to
take further evidence, or do what
they may be advised to do, inde-
pendent of any Commissioner,
and this cause is continued

36
 36
 30
 72
 36
 68
 25
 40
 35

 3,78

David Meredith

by  order

D.C. Anderson et al

 E.C.O.R. Page 580

 mch 13 '94

Enter this
 H. J. K. M.

 March 13th 1894

David Meredith

vs

$\frac{1}{3}$ Lu. Ch.

D.C. Anderson et al

This cause coming on this day to be heard upon the bill of complainant, the answer of defendant D.C. Anderson and general replication thereto, and was argued by counsel, upon consideration whereof it appearing to the court that title to a portion of the tract of land in the plaintiff's bill mentioned is in dispute, to wit a tract of one hundred acs. in defendant's answer mentioned, A. M.

Goines is hereby appointed a special Commissioner for the purpose of hearing evidence & reporting to the court in whom is the better title to the said disputed tract of land. He shall give due notice to the parties hereto or their attorneys, of the time & place of taking depositions, & shall reduce all evidence and his report hereon to writing & file same by the next term of this court.

And it further appearing that a large quantity of timber has been cut on said disputed land, which is liable to destruction unless

steps be taken to preserve the same, and both parties hereto, by their attorneys uniting in an application for a receiver to take charge of and sell said timber, the court doth appoint C. C. Stout a receiver for that purpose.

He shall ascertain the quantity and location of said timber, whether it be still on said disputed land, or removed therefrom, & shall sell the same as soon as practicable and on the best terms practicable for cash in hand, and shall hold said proceeds subject to the future orders of this court. Before entering upon the discharge of his said duties he shall execute bond before the clerk of this court, conditioned as the law directs in the penalty of (\$1000⁰⁰/₁₀₀) one thousand dollars.

and this cause is continued -

David Meredith

vs Draw

D.C. Anderson & Co.
East St. Chas. C. D.
W.B. 3, page 22
June 16, 1892

Enter this

H. L. K. M.

June 16 - 1892

Virginia

On a circuit court continued
and held for Lee County at June 16th 1892

David Meredith

Plff

In Chancery

vs

D. H. Anderson et al

Defts

xxxxxx

And it further appearing
that a large quantity of timber having
been cut on said disputed land which
is liable to destruction unless steps
be taken to preserve the same, and
both parties hereto by their attorneys
uniting in an application for a re-
ceiver to take charge of and sell said
timber the court doth appoint C. C.
Stout a receiver for that purpose.

He shall ascertain the quantity
and location of said timber, whether
it be still on said disputed land, or
removed therefrom and shall sell the
same as soon as practicable and on
the best terms practicable for cash in
hand and shall hold said proceeds
subject to the future orders of this court.
Before entering upon the discharge of his
said duties he shall execute bond before
the clerk of this court conditioned as the
law directs in the penalty of one thousand
(\$1000) dollars, and the cause is continued.

A Copy Lett

J. A. G. Wyatt

David Meredith

vs. $\frac{3}{4}$ Copy of Deeds.

D. B. Anderson et al

Executed by
— Delivering an
office copy
to L. C. Stuart
Aug the 12th /92

J. M. Wade
Deputy for
C. E. Feltz
S. L. C.

1892

The deposition of Patton Durham
and others taken before me
J. C. Parish a Notary Public for
the County of Scott and the State
of Virginia at Duppsfield Scott Co,
Va, at the office of J. C. Parish
on the 29 day of May 1894
pursuant to an agreement of the
parties, which when taken is
intended to be read as evidence
in behalf of David Meredith in
a suit in Chancery now pending
in the Circuit Court of Lee
County Va, wherein David Meredith
is plaintiff and D. C. Anderson
and others are defendants.

Present, David Meredith plff
and John W. his attorney, and
D. C. Anderson defendant.

Patton Durham, a witness of lawful
age, after first being duly sworn
deposes and says:

Quest: Please state your age, residence,
and occupation;

Ans. I am thirty years old I reside in Scott Co
on Dave Meredith land up on the mountain
by occupation I am a farmer

Ques 2 How cold do you live to this land in controversy

Ans I live on it

Ques 3 How long have you been acquainted with this land

Ans I have been acquainted with it about seven
ten years

Ques 4 Who has been in possession of this land ^{ever} since
you have known it

Ans David Meredith has been in possession ^{it has been} fifteen
years since I took a lease of him

Ques 5 You state you took a lease of him on
this land in controversy state all you know
concerning this lease

Ans Fifteen years ago ^{past} Brother & I took a lease
of David Meredith we cut & hauled a portion
of the house logs to put up a house on
this piece of ground My Brother got into
trouble and had to leave went to Tenn
that stoped us from our lease when I came
back David Meredith was still in possession

Ques 6 Have you moved back on the land since that time

Ans Yes Sir I moved there last March

Cross & examined by Deft

Ques 1 Where were you living seventeen years ago

Ans I in Chesnut flat in Scott Co about five miles
from the land in controversy

Ques 2 How did you become acquainted with the land

Answer My Father married David Meredith sister I goes over there to mill and at last I married to David Meredith on the land

Ques 3 How far you were from the land surveyed or of their one hundred acres in dispute surveyed

Answer I have seen one of the lines surveyed

Ques 4 When was that and who was the surveyor doing the surveying

Answer Thacker was the surveyor ^{done} week before last

Ques 5 please state whether or not you know any thing about the balance of the lines of the tract in dispute

Answer I do not except as have been shown

Ques 6 Who shown you the lines and where they shown you

Answer Dan Meredith shown me the lines at first I don't recollect how long it has been since he shown me the lines point blank it hasent been a very long time since he shown me the lines point blank Thacker also shown me where he had run the lines before

Ques 7 To refresh your memory I will ask you whether or not the lines were shown you by Meredith & Thacker after March last

Answer Yes sir in this Month

Ques 8 Please state how you know that Dan Meredith was in possession of this one hundred acres

Answer He told me he was and others bought it
of Kane he said

Ques 9 Please state whether or not you know what land
Meredith bought of the Kanes as you say

Answer I heard nearly ever body say that he had bought
this land from Kane I never heard what land it
was

Ques 10 Please state what kind of lease you had with
Dave Meredith

Answer The lease was not reduced to writing but we
aimed to reach of us was a scholar consequently
we could not draw up a lease

Ques 11 Please ~~state what kind of a lease~~ you ~~and~~ of ~~the~~ brother
had with David Meredith

Ques 11 Please state whether or not the lease you refer
to in your last answer is the one you state you
had with Meredith ^{Answer to} ~~in your~~ ~~quest~~ ~~it~~ in your
~~examination in chief~~ Fifteen years ago
it was

Answer

Ques 12 In your examination in chief you say you & your
brother cut & sked a portion of the house logs
to put up a house on this piece of ground
please state what piece of ground you refer to
where you cut the logs & whether you built any
house and if so where such house was built

Answer we didnt build any house but we cut the logs
and sked a portion of them the ground referred
to is the piece in dispute & cut the logs on the

same land

Ques 13 Please state when it was your brother got into trouble and had to leave and go to Tenn.
 Answer At the time we took this lease fifteen years ago
 without examination by J. J. J.

Ques 1 You speak of Thacker showing you the lines to this one hundred acres Please state whether or not the Thacker you speak of is a surveyor or an actually ~~surveyed~~ ^{surveyed} this land

Answer Yes sir

Ques 2 Please state whether or not the lines as shown you by David Meredith and S. W. Thacker the surveyor include this one hundred acres of land in controversy

Answer Yes sir the way they tell me and the way the line runs I know it

And further this deponent says not

Patton ^{this} ^{mark} Durham

Also A. J. Thomson a witness of lawful age after being sworn deposes and says

Ques 1 State your age residence and occupation

Answer Am fifty six years old I reside in Wild Cat Valley am a farmer by occupation

Ques 2 State whether or not you are acquainted with the land in controversy between David Meredith and D. C. Anderson & others

Answer Yes sir. I reckon I ought to be I used to live in sight of it I use to work

for David Meredith I lived about a quarter of a mile from him

Ques 3 How long have you known this land

Answer Eighteen or twenty years

Ques 4 who has been in possession of this land since you first became acquainted with it.

Answer David Meredith

Ques 5 What acts of ownership has David Meredith exercised over this land since you first became acquainted with it

Answer He has cleared some of it he has also built a house on it

Cross examined by Deft

Ques 1 Please state whether or not you have ever seen the lines of the one hundred acres in dispute ever surveyed and if so when and by who

Answer No sir I have never seen them run

Ques 2 Please state whether or not the clearing and house you speak of lay inside of the lines of this disputed tract

Answer I reckon they do by what they say

Ques 3 Please state ~~whether or not~~ what means you had for knowing that David Meredith had possession of this piece of land

Answer He worked on it and he said it was his

Ques 4 Please state what work you did for him

Answer I grubbed some on it and helped cut those

House logs the Durham boy had cut
And further this deponent says not
A Jth Thomson
mark

Virginia, Scott County to wit:
E. J. C. Parish, a Notary Public
for the County aforesaid in
the State of Virginia, do certify
that the foregoing depositions of
Patton Durham and A. J. Thompson
were duly taken, sworn and subscribed
to before at the time and place
and for the purpose mentioned
given under my hand this
The 29 day of May 1894
E. J. C. Parish, N. P.

Fees

Paid	Patton Durham witness one day.	50c
Paid	A. J. Thomson " " "	50
	E. J. C. Parish Notary fees 2 hours	1.88
		\$2.88

Received payment from David Meredith on
E. J. C. Parish N. P.

Daniel Meredith
a 63 depositions

D.C. Audison et al

Received by mail in
good condition & filed
May the 31st 1894

A.B. Munsey Clerk

Plffs Depo.

\$2.88
20.37
<hr/>
23.25

NOTICE TO TAKE DEPOSITIONS.

To *David Meredith*

Take Notice, That we shall, on the *2nd* day of *March* 1893, at the office of *R. 7. Irvine Atty at Law* in the town of *Big Stone Gap Va* between the hours of 6, A. M. and 6, P. M. of that day, proceed to take the depositions of *D. C. Anderson* and others, to be read as evidence in our behalf in a certain cause now pending in the *Circuit* Court of the *County of Lee Va* wherein you are *plaintiff* and we are *defendants* and if from any cause the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from day to day, or from time to time, at the same place, and between the same hours, until the same shall be completed.

Respectfully yours,

Wm. McGeorge Jr

& D. C. Anderson

By R. 7. Irvine
Atty

a

Notary Public in and for
the County aforesaid in
the State of Virginia
certify that F. A. Sullivan
this day made oath before
me in my County aforesaid
that he delivered a true
copy of the within notice
in person to David Meredith
at his usual place of abode
on Feb 25th 1893.

Given under my hand
this 27th day of February, 1893.

W. W. Cline

Notary Public

The Deposition of D.C.Anderson,taken before me,S.C.Berry-
man,a Notary Public in and for the County of Wise,State of
Virginia,on the 2nd day of March,1893,at the office of R.T.
Irvine,Attorney at Law,in the town of Big Stone Gap,Virginia,
between the hours of 6 a.m.and 6 p.m.of that day,to be read
as evidence on behalf of the defendants in a certain cause in
chancery now pending in the Circuit Court of Lee County,Vir-
ginia,wherein David Meredith is plaintiff and D.C.Anderson
and others are defendants,pursuant to the notice hereto annex-
ed.

No witness appearing today the further taking of these
depositions is adjourned until tomorrow,March 3rd,1893,at
the same time and place.

S. C. Berryman

Notary Public.

March 3rd,1893,met pursuant to adjournment this day at
the same place and between the same hours as on yesterday.
No witness appearing the further taking of these depositions
is continued and adjourned until tomorrow,March 4th,1893,at
the same place.

S. C. Berryman

Notary Public.

March 4th,1893,met pursuant to adjournment between the
hours of six a.m.and 6 p.m.at the law office of R.T.Irvine.
PRESENT:-R.T.Irvine,Attorney for defendants and D.C.Anderson
one of the defendants.

D.C.Anderson,a witness of lawful age,being first duly
sworn deposes and says as follows:-

Q.1.Please state your name,age,occupation and place of
residence?

A.Name D.C.Anderson,age 28 years,occupation Agent and
Manager for Wm.McGeorge,Jr.and certain other non-residents
who are owners of mineral and timber lands in this part of
Virginia,residence Big Stone Gap,Wise County,Virginia.

Notary Public in and for
the County of Wise in
the State of Virginia

Q.2.Are you the D.C.Anderson who is one of the defendants to this suit?

A.I am.

Q.3.Do you know the location of the 100-acre tract of land in dispute?

A.I do. I have been to some of the corners of the tract and around a part of the lines and have been over the boundary in various parts of it at different times.

Q.4. I hand you the following papers,and ask you whether you identify these papers as covering the 100 acres in dispute,and if so I ask you to file them as part of your deposition. The papers are as follows,to wit:

No.1.Certified copy from land office of exchange warrant No.2629.

No.2.Certified copy from land office of survey for Andrew J.Pendleton,dated December 9th,1854.

No.3.Certified copy from Lee Co.Records of deed from A.J. Pendleton to W.D.Jones.

No.4.Certified copy of deed Wm.D.Jones to J.M.Bailey.

No.5.Certified copy deed J.M.Bailey to J.H.Mann.

No.6.Certified copy J.H.Mann to Wm.McGeorge,Jr.

No.7.Certified copy deed W.D.Jones to S.Lawrence French.

No.8.Certified copy deed Wm.D.Jones to Wm.McGeorge,Jr.

No.9. Certified copy deed W.D.Jones to Percy McGeorge, Trustee.

No.10. Certified copy deed A.J.Pendleton to Wm.McGeorge Jr.

A.I have examined all the papers handed me in said list and I find they cover and include the 100 acre tract in question. I file them as a part of my deposition marked respect-

ively "Anderson Exhibit 1 to 10 " ~~xxxxxxxxxx~~ inclusive.

Q.5. Please state what you know of the ownership and possession of this tract of land from your personal knowledge?

A. The land is covered by the title papers of Wm. McGeorge, Jr. for 5-8ths, S. Lawrence French 2-8ths, and Percy McGeorge, Trustee, 1-8th, all of which parties I represent. I came to Wise County to take charge of their lands in March, 1891. I leased this tract to a tenant who went, or put some one in possession of the same. I had timber cut on the land and surveying done, and my purpose was to have the land prospected for iron ore with the intention of developing the same when the proceedings in this suit were brought and I was enjoined from further proceeding. The only house on the land is in the extreme ~~xxxxxx~~ northeast corner and opposite side from the tract on which David Meredith lives. This house was put up some two or three years ago by some men who were operating a sawmill near this tract, and was used by them during the time their mill was set there and then abandoned, ~~it~~, and the tenant of which I have spoken occupied it afterwards. The only cleared land on the tract is on the south side, a few acres on the line. The line~~x~~ of this tract runs through *the* clearing and embraces about three acres, I think, but leaves the cabin on the clearing outside. I think the cabin is in ruins. I do not know when and by whom the clearing was made. It was done before I came to this section. The acts of ownership and possession of the tract before I came to Virginia I know nothing

of of my own knowledge. I knew of no controversy or adverse claim about this land when I came to Virginia and took charge of the property of Mr. McGeorge and others, and I went to work in good faith to develop their property and realize on it.

Q.6. Please state what you know of the solvency of Mr. McGeorge and the amount of property he has in this section of Virginia.

A. Mr. McGeorge owns a great deal of real estate both in Pennsylvania and in Virginia and in other parts of the country besides a great deal of personal property. Owns land in Wise and Lee Counties but owns nothing in Scott County. He owns quite a number of tracts valued ^{able} for the minerals which they contain and for town site purposes, and he has also quite a number of lots in the town of Big Stone Gap. He is a large holder of stock in the Virginia, Tennessee & Carolina Steel and Iron Co., and the Big Stone Gap & Powell's Valley Railway Co. and similar concerns. He has also considerable interest in a large number of tracts of valuable coal land in Wise Co. and in Southeast Kentucky.

Q.7. I hand you the following list of papers which I will ask you to file as a part of your deposition, to wit:

No. 1. Certified copy of deed from Wm. Collier to Claiborne Meredith.

No. 2. Certified copy of deed from Claiborne Meredith to J. B. F. Mills et. al.

No. 3. Certified copy of deed T. J. Vermillion to J. C. Scott.

No.4. Certified copy of deed Harvey Young to J.C.Scott.

No.5. Certified copy of deed J.C.Scott to J.B.F.Mills.

A.I herewith file said papers as a part of my deposition.
marked respectively "Anderson Exhibits Nos.11 to 15 inclusive.

And further this deponent saith not.

D.C. Anderson

VIRGINIA,Wise County,to wit:

I,S.C.Berryman,a Notary Public in and for the County
aforesaid in the State of Virginia,certify that the foregoing
deposition of D.C.Anderson was taken,subscribed and sworn to
before me at the time and place,and for the purposes mentioned
in the caption hereto annexed.

Given under my hand this the 4th day of March,1893.

S.C. Berryman

Notary Public.

Time taking 2 hrs - per hr 75 = \$1.50

*Received Payment of
D.C. Anderson*

S.C. Berryman

Deposition and Ex
of *Superiority*
D. C. Anderson

$$\begin{array}{r} 600 \\ 675 \\ 275 \\ \hline \$1660 \end{array}$$

The deposition of Dale C. Legg and others taken before me, James P. Fugate a justice of the peace for the County of Scott and the State of Virginia pursuant to notice bearing date at the office of J. D. Stewart at Duffield in Scott County, Virginia on the 27 day of September 1892 to be read as evidence on behalf of David Meredith in a certain suit in Chancery now pending in the Circuit Court of Lee County, Virginia wherein David Meredith is plaintiff and B. C. Anderson and others are defendants.

Dale C. Legg a witness of lawful age after first being duly sworn deposes and says:

Quest 1. What is your age?

Ans. I am 77 years old.

Quest 2. Please state whether or not you are acquainted with the parties in this suit.

Ans. I am acquainted with them.

Quest 3. Please state whether or not you were acquainted with John Pendleton, deceased.

Ans. I was well acquainted with John Pendleton lived a close neighbor to him.

Quest 4. Were you well acquainted with the handwriting of the said John Pendleton?

Ans. I was.

Quest 5. Please state whether or not you have examined ^{acopy of} an entry made by John Pendleton

~~1474 + 1854~~ by virtue of Virginia Land Office Treasury
Warrant No 220 76, dated March 3d 1854 in Lee
County Virginia on Powell's Mountain contains
one hundred acres which was surveyed by ^{as shown by} ~~bar~~
Zachy S. C. Copy Test Made May 19 1854?

Ans. I have examined The copy

Trust. Please state whether or not you have
examined the following original ^{surrender & relinquishment} assignment
and relinquishment of John Ruddleton Made to
H. S. Kane as follows?

" I hereby surrender and relinquish to H. S. Kane
the within survey and all claims under it
and all rights that may accrue under it
Given under my hand and seal this
The 26th day of June 1854

Test.

John Ruddleton *[Signature]*

Isaac W. Ruddleton "

Ans. I have examined it and the same is
~~given as per~~ ^{is not at my disposition.}

Trust. Please state whether this is the signature
of John Ruddleton ^{surrender & relinquishment} to this assignment made by
him to H. S. Kane as here referred to?

Ans. To the best of my recollection it is

Trust. Please state what opportunities you had
to become perfectly familiar with his
signature?

Ans. I had various opportunities I handled
some note that he had give and returned licenses
that he had married people with

3
Quest. Please state whether or not, you
lived for many years near John Rendleton
~~Ans.~~ including the time and at the time
this assignment ~~of~~ made by John Rendleton
to H.S. Kane

Ans. I lived several years a near neighbor to him
at the time that the assignment was made

Quest. Please state whether or not
you were acquainted with Isaac
N. Rendleton; and whether this is
signature also his hand writing;
and whether his signature to this instru-
ment of writing ^{and surrounding the claim} conveying the interest
of John Rendleton to the claim the said
John Rendleton ^{had} claimed in the 100 acres being
described, is the signature of the said Isaac
N. Rendleton when his name attests the
said instrument of writing.

Ans. I was acquainted with Isaac N. Rendleton
and to the best of my ^{knowledge & belief} recollection, his signature
is his hand write

X Examined by defendant

Quest. When did you move away from the
neighborhood of the land in controversy?

Ans. I moved away after all of the transaction
of the business that is in controversy

Quest. Is John Rendleton alive and if not -
when did he die?

Ans. He has been dead several years do not ^{long} know.

4
Ques. State how long you were acquainted with him and during what period?

Ans I was acquainted with him ever since I was a Boy and until he went to Texas

Ques. Where was he living in the year 1854?

Ans He was living in the Wildcat valley near this land

Ques. When did you first see the copy of entry you have examined?

Ans I expect it has been 8 or 10 months ago

Ques. In whose possession was it at that time and ~~also~~ how did you come to see it?

Ans I suppose it was in the possession of David Merideth and he brought it to me for me to examine

Ques. What was his purpose in asking you to examine it?

Ans Well the accuracy cum up about cutting some timber and he brought it to me to examine the Parties notified him not to cut any more David Merideth ask me if I would know John Pendleton hand write and I told him I thought I would and that is the way I come to see it

Ques. Did any conversation pass between you in regard to the surrender and relinquishment appearing on the document and if so what?
A+ 1. This question is excepted because not clear

Ans I dont recollect that there was any except in conversation about the hand write

Ques. What opportunities had you of identifying the signature of Isaac N. Pendleton?

Ans Him and me was play Boys together and we have been together a great deal and I have a right to know his hand write

Retained by Plaintiff

Quest. Please state, whether, or not, (by way of refreshing your memory) you did go upon this land in contravention to haul house logs and were noticed by H. S. Kane, deceased to not haul any logs or he would law you?
Ans ~~at~~ ^{laborer} Mr. Merideth got me to go and help him to get some logs together to build him a cabin Mr. H. S. Kane passed by where I lived and inquired where I was and they told him I was on the Mountain helping Mr. Merideth get some logs to build him a cabin and he told them to tell Mr. Merideth and me to keep off that land for it was his land and the thing stopped for about 12 months and Mr. Merideth then come to me and told me he wanted me to help him to get them logs together as he had saw Mr. Kane and made a contract

Quest. State, if you know, how many years ~~H. S. Kane~~ it has been since H. S. Kane first went into possession of this land in contravention; if so ~~has he~~ or

These claiming under him ever been
at any time out of possession of said

^{land?}
This question is excepted to because it presumes
possession which has not been proved.
D.C.A.

Ans I don't know how many years he was in pos-
-session of the ~~land~~ and not to my knowledge has
those that purchased from him
ever been out of possession of it

Just. Please state to the best of your knowledge
& belief, how long it David Meredith
has been in possession of this tract of
land of 100 acres?

Ans. I can't give any correct statement I never
battered my knowledge about it and don't recollect

Just. You will please give an estimate of the
number of years H.S. Kane was in possession
of this land ^{suppose} of this Mountain land

And I would, about 60 years. Mr Kane claimed all,

Just. Please state whether or not Oloren Meredith
was in possession of this land ~~if~~
under H.S. Kane, if so please state about
the number of years if you don't know
exactly

Ans I can't correctly state he stayed there a good
many years he stayed there untill he raised a good
big family

Just. After this land went out of the possession
H.S. Kane into whose possession did it next
go

Ans. I suppose his son David bought it ^{it} is my recollection about
and I suppose he is now in possession of it

7
Re-examined by Defendant:

Quest. Are you familiar with the lines of the 100 acres in dispute?

Ans I am not

Quest. are you familiar with the lines of the land which you suppose David Meredith bought from H. S. Kane or his heirs?

Ex. Quest 1 & 2 are Rept. of Dept. are objected because they are suggestive questions. L. 6

Ans I am not familiar with any of these boundaries. I never saw them run or surveyed

Quest. Did you haul the house logs you refer to in a previous answer off the 100 acres in dispute?

(Ex. 3. This quest. is objected because suggestive. 6)

Ans I did not

Quest. Please state whether or not you are familiar with the lines of 100 acres in dispute and whether or not you hauled the house logs referred to off that boundary?

Ans I am not familiar with the lines my recollection is I did not haul the ^{logs off the} land in dispute

Quest. State whether or not you know of any acts of possession exercised by H. S. Kane or his heirs in the 100 acres in dispute and, if so, state what such acts were.

8
Ans I don't know of any

Quest. State whether or not you know of any acts of possession exercised by David Merideth on the 100 acres in dispute & if so, state what such acts were?

Ans I don't know of any acts

Quest. State whether or not you know of any acts of possession exercised by Claiborn Merideth on the 100 acres in dispute & if so, state what such acts were?

Ans 'I don't know of any

~~Second Examination~~ And further
This deponent saith not
Dale & Legg

C. P. Kane another witness of lawful age
after first being duly sworn deposes
and says:

Quest. Please state whether or not you
were acquainted with H. M. Holdway?
Ans, I was

Quest. Please state whether or not ~~you~~ he is now
dead; also if you were acquainted with
his hand writing?

Ans He is dead and I was pretty well acquainted
with his hand writing

Quest. Please state whether, or not, you have ex-
amined an instrument of writing containing
the signature of H. M. Holdway which instrument
of writing is as follows to-wit:

"do hereby release and convey to my
I have all my right title and interest
in and to the within tract of land
which claim I got of Andrew J. Ruddleton.
Given under my hand and seal
this 5th day of January 1859

Test.

A. M. Wilson Clerk

H. W. Holdway, "

Which said writing conveys the following
Tract of Land, of which the following is the
"Map 19th 1854 John Ruddleton by virtue of
Virginia ^{Land} office Treasury warrant no.
22076 dated 30 March 1854 contains 1000
of Land in Lee County on Powell
Mountain beginning at 2 spruce pine
corner to said Ruddleton ^{land} thence southerly
westerly N. Wardly & E. Wardly with said
Ruddletons line to the Beginning

at Copy Teste "

Ans, I have examined to.

Corr. July 1854

Ques- Please state whether or not this
hand writing is the signature of
H. W. Holdway deceased?

Ans I am of the opinion it is H. W.

Holdways signature.

And further this deponent saith not.

J. J. Kane

The further taking of these depositions
is postponed till Tuesday Oct. 4, 1892
at Duffield South ^{at 10 o'clock A.M.} Virginia.
Given under my hand this the
27 day of September 1892

James P. Fugate J. P.

Met pursuant to adjournment and proceed
to the further taking of depositions. Present
J. D. Carter, for plaintiff, and R. T. Irvine
for defendant, this Oct. 4, 1892

James P. Fugate J. P.

W. B. Carter another witness of lawful age after
first being duly sworn, deposes and says:
Just. Are you or not acquainted with
David Meredith; if so how long have
you known him?

Ans. I have known him 30 years

Just. Please state whether or not you are ac-
quainted with the lands now occupied by
David Meredith?

Ans. I am

Just. How long have you known them?

Ans. I have known them 30 years.

Just. Who was in possession of this land
so far back as you remember?

Ans. ~~W. B.~~ Claburn Meredith

Just. Under whom did Claburn Meredith hold
possession?

Ans. H. S. Kane was my understanding

Quest. Please state what acts of possession were exercised by Claburn Meredith?

Ans. He cleaned up right & smart land and built 1 double House & 3 make House and 2 stable

Quest. state whether or not you are acquainted with the one hundred acre tract of land in controversy now?

Ans I am. I have run around it 3 or 4 times as a hand surveying it

Quest. state whether this one hundred acres is in the boundary of land of which Claburn Meredith was in possession and which was obtained by H. S. Kane?

Ans yes it is in the same boundary

Quest. Please state if you know how long David Meredith had been in possession of this one hundred acres above mentioned?

Ans It is 11 or 12 years is my recollection.

Quest. do you ^{mean} from the time he bought this land from the Kane heirs?

Ans yes

Quest. Please state whether or not David Meredith ^{was} ~~has been~~ in possession of this land ^{after Claburn Meredith ceased to have it} as a tenant under the H. S. Kane and his heirs till the time he bought it?

Ans It is my recollection he was

Quest. please state how long David Meredith ^{was} ~~has~~ in possession of this land under H. S. Kane

and his heirs after Claiborne Meredith quit
renting of H.S. Kane and his heirs; also
whether David Meredith was the next
tenant to rent these lands of H.S. Kane or
his heirs?

Ans. To the best of my recollection it was
3 or 4 years David Meredith was the next
tenant

Quest. What acts of ownership has David
Meredith exercised on these lands in
controversy?

Ans. He put up a House on the one hundred
acre tract and cleared up some land don't
know how many acres don't know what the
boundary is he has got fenced up, my under-
standing was he was there.

Cross-examined by R. T. Irvine, atty
for Defts -

X Q. 1 - Do you know what became
of Claiborne Meredith after he first
left this tract of land & how long
he was gone?

Ans. My understanding was that he was
gone to Kentucky I think he was gone 6 or 7
years

X Q. 2 - Please state, if you know, what
arrangement was made between him
and his son David, about the farm
and the property on it, when he left.

Ans If there was any arrangements made I don't know it I don't suppose there was any
 Question Where did ^{Claburn} ~~David~~ Merideth live when he came back from Kentucky first

Ans my recollection is he stayed with David Merideth a while and then he went off again about the crab orchard then he came back again and fetched a woman with him he said was his wife and lived in the House of David Merideth on the one hundred acre tract until it got burnt up

Question do you know the names of the parties that built the House on the 100 Acre tract

Ans I think it was a man by the name of Revice I don't recollect the others

Question How long ago was that House put up

Ans My recollection it has been 7 or 8 years ago

Question Do you know the exact lines of the of the Kane tract about which you have deposed - the about

Ans The line runs on the Top of the Mountain above Merideth my understanding is the line between the John Pendleton ^{and 100 Acre tract} is the lower line

Retained by plaintiff.

Question Who had this house built of which you spoke in your above answer?

Ans, my understanding was that David Merideth had it built

Trust: Was this since David Merideth bought
this tract of land?

Ans my recollection is that it was since he
built the House

and further this deponent says the
not

W.B. ^{his} ~~X~~ Baker
mark

Emily B. Thompson another witness of
lawful age after being duly sworn deposes
and says:

Trust: Are you acquainted with David
Merideth?

Ans I am well acquainted with him

Trust: Are you acquainted with the one hundred
acres of land in controversy between

David Merideth & D. S. Anderson & others?

Ans I don't know as to the number of Acres
it was always my understanding it David Merideth
land

This Ans objected to as it hearsay R. T. Irvine, ^{At for Dft}

Trust: Please state whether or not you know of
any house erected by David Merideth on
this land in controversy: if so state how
you know it.

Ans David Merideth hired Mr Thompson
to help him to build the House for old
Man Revis to live in.

Trust: How close and how long did you live
to this land here in controversy

Ans it is about $\frac{1}{2}$ mile from where I live
and we lived there 8 years

Quest: Were you acquainted with ~~at that time~~
called John Rendleton, and is he
living or dead?

Ans I was and he is dead

Quest: Were you familiar with his hand-
writing and his signature?

Ans I was

Please state whether or not you have examined
the following written instrument purporting
to be a surrender and relinquishment of ~~his~~
in all the interest of John Rendleton to H.S. Kane
to this one hundred acres of land: which is
as follows: Said instrument is filed with papers
in this suit marked "B." Please state whether or
not this signature to said. Please is the
signature and in the hand writing
of John Rendleton.

Ans I have filed

Ans it is his signature and hand writing
and have filed said paper as part of my
Deposition marked B.

And further this deponent saith not
Emley B Thompson

Thos. L. Peterson, another witness of lawful age
after first being duly sworn deposes and
says:

Quest: Are you acquainted with the parties

in this suit?

Ans. I am acquainted with David Meredith but not with the other parties

Quest. State whether or not, you are acquainted with the land in controversy in this suit.

Ans I know that boundary I hoped Survey right smart of it.

Quest. Please state whether you are acquainted with the boundaries of the ^{two thousand acre} tract of land known as the ^{Reuben McCully} ~~King~~ tract of land which was purchased by H.B. Kane; if so please give them?

Ans. I am acquainted with it Beginning on the Snider line then running S. W. to the top of the Mountain thence with the top of the Mountain to the Mill path then to Duff's then a straight line East to the McCrady line then with the McCrady line to the Beginning.

Quest. State whether or not, you are acquainted with the lands now in possession of David Meredith.

Ans I am pretty well acquainted with them

Quest. State to the best of your knowledge the number of years you have known them.

Ans. I have known the old place about 20 years.

Quest. Who has been in possession of this land since you first became acquainted with it

Ans, Claburn Merideth and David Merideth

From whom did Claburn Merideth get his right to enter said lands as tenant.

Ans I saw his contract with H. S. Kane Trust. How long has David Merideth been in possession of this land?

Ans. He rented in the year 1879 from the widow Kane

How many years has he been in possession of said land under his own title derived from Kane.

Ans Some 8 or 10 years I don't know where the Deed was made.

Just. Please state what you know about this tract of one hundred acres of land?

Ans. The 100 Acres lies within boundary lines of the two thousand Acres spoken of.

Just. Please state what acts of possession David Merideth has exercised over said lands?

Ans He has farmed it and he has sold timber off of it.

Just. Are there any buildings & other improvements such as fencing on said land?

Ans. There is buildings and fencing on it the last time I was there

Quest. Please state whether or not all the land David Meredith is in possession of lies within and is included in the lines of the aforesaid 2000 acre survey;

Ans. I think all of the land that lies up in the Mountain there is within the 2000 Acre tract

Quest. Please state whether, or not, there has been any one in possession of this one hundred acres or any other part of this tract of land ~~what~~ in possession of David Meredith within the said 20 years you have known the lands except H.S. Kane and those claiming ~~from~~ under or ~~from him~~ by renting or purchase
Ans none that I know of

Examination by R. T. Irvine
atty for Drft -

X R. 1 - Please state whether or not any of the ~~acts~~ farming, or timber selling, or other acts of possession that you speak of applies to the 100 acre in controversy, if so how much.

Ans I have never seen him farming on the 100 Acre tract but farming on the old tract The timber that I saw ~~him~~ his Team hauling come off of the 100 Acre tract

X Q 2 Do you know the boundary lines of the 100 acre tract?

Ans I know only the East line of the 100 acre tract next to the creek

And further this deponent says
not

J. P. Peterson

J. W. P. Peterson another witness of lawful age after first being duly sworn deposes and says:

Quest, 1. Are you acquainted with David Merideth,

Ans. I am

Quest, 2. Please state what you know of this controversy

Ans I was a witness to a lease contract between David Merideth and H. B. ^{the} Joane nearly 14 years ago the contract state that the lease was a $\frac{1}{4}$ of a mile South of H. Laburn Merideth's house

Quest, 3. Please state whether or not the ground leased under this contract is a portion of the one hundred acre tract of land now in controversy?

Ans I don't know

The answer to question 2 above, is objected to because it seeks to give oral evidence of a written instrument - when the writing is the best evidence

R. D. Irvine, atty for Drift

And further this deponent says to wit

J. W. Peterman

no further witnesses appearing, the further taking of these depositions is adjourned till Sat. Oct. 8, 1892 at the office of J. D. Carter at Duffield Scott County Va. at the house of F. O. Lock. Given under my hand this Oct 4, 1892

J. P. Fugate

J. D.

Met Pursuant to adjournment and proceeded to the further taking of deposition Pursuant J. D. Carter for Plaintiff and R. T. Fugate for Defendant this October 8 1892

J. P. Fugate J. P.

David Meredith another witness of lawful age after first being duly sworn, deposes and says:

Quest: What is your age?

Ans. I am 35 years old.

How long have you been acquainted with the lands on which you now live and which you bought of H. S. Kanes heirs?

Ans. I have been acquainted with them 30 years was borned and raised there and live there yet

Quest. Can you swear as you can be believed

who was in possession of these lands?
 Ans. My Father was living on it
 Quest. From whom did he rent
 this land?

Ans. He always told me he rented from
 H. S. Kane I know my Father paid H. S.
 Kane rent and alsoe back rent after my
 Father went to Kentucky I paid the rent
 for him until I ^{leased and} rented it myself.

Quest. How much land do you own
 including the one hundred acres in
 controversy?

Ans. I own 342 Acres

Quest. Please state whether or not, this
 one hundred acres is a part of the
 342 acres which your father was in
 possession of under H. S. Kane and
 which you after word leased and
 then rented from H. S. Kane?

Ans. it is

Quest. Please state how many years it
 has been since your father paid
 rent to H. S. Kane on this land;
 also how long it has been since you
 leased and rented it.

Ans. it has been about 15 years since C. Laburne
 Meredith paid rent. it has been 17 years since
 I ~~have~~ ^{have} it

Quest: Please state whether or not
you leased ^{20 acres} ~~a portion~~ of this 100
acres from H. S. Kane bearing date
Oct. 19, 1875,

Ans. I did

Quest: Please state whether, or not,
you went into ^{20 acres} ~~immediate~~ poss-
ession of this ^{20 acres} ~~leased~~ under your
lease contract with H. S. Kane?

Ans. I did and I hereby file my lease
with H. S. Kane bearing date Oct. 19, 1875 ^{which opens} ~~to which opens~~
contract, as part of my deposition ^{is hereby made}

Quest: Please state how many years it
has been since you bought the 84
acres on which you now live and which
includes this 100 acres now in controversy.

Ans. it has been about 12 years or will be 12
the 13 day of Oct 1892 ^{and I hereby file my deed bearing date}
9 day April 1883, which opens ^{to the}
bond bearing date Oct. 13, 1880 which I file as part of my deposition

Quest: How came you in possession of this
also old tract of land where you now live
are hundred acres of land now in controversy?
Ans. I come in possession on a lease contract from
H. S. Kane then I rented the old home place where
my Father did live from Sarah Kane and her
heirs. when my Father & Laburn Merideth left
H. S. Kanes ^{heirs}, run an attachment on every thing he
had for rents and I redeemed his property and
paid the rents and then I then I rented the
home place where my Father lives and the 100
Acres in controversy is a part of this land

and I hereby file my contract with Sarah Kane
guardian of the minor heirs of H & S Kane dec and
Ag't for Hannah Kane and Maggie Barker marked
D. as part of my deposition to which reference
is hereby made which contract is dated Dec the
1st 1879

Quest: Please state whether or not you
have ever rented any of this 342 acres
of land herein mentioned?

Ans I have leased and rented it to different parties
I first leased it to Newt Durham then I leased it to
old man Rivis then I rented to France Wade then
I rented to William Seymore and Jack then I
rented to my Mother and Sister whos names are
Francis Merideth and Catherine Merideth to which
reference is made ^{to contract} with Francis and Catherine Merideth
dated May the 15 1884 which contract I file as
part of my deposition marked E

Quest: Please state how long it has been
since you bought this land ^{now} in
controversy from the estate
of H & S Kane?

Ans, it has been about 12 years

Quest: Please state what acts of possession
you have exercised since you bought
this 100 acres and since you went
into possession of it?

Ans I have cleared and farmed it and sold the timber
to different parties and have fenced a part of it

I have fenced about 30 Acres of the 100 Acre Tract that they are now claiming I have put Houses on it and have about 12 Acres in corn now I rest; Please state whether or not, D.C. Anderson & others defendants to this suit have ever disturbed you in the enjoyment of the possession ^{of this land} till the institution of this suit or a short time before?

~~Ans~~ They never interrupted me until they began to cut Timber last Spring neither did any body else disturb me I ~~was~~ have been in possession openly and notoriously about 17 years since I made a lease contract with H. S. Kane and then about 13 years under rent contract and going on 12 years under Deed

Quest: Please state whether any one else has set up any claim to this land except H. S. Kane and those claiming under him in the 30 years you have known this 842 acres of land including the 100 acres which is a part of the 842 acres?

Ans. not that I know anything of
+ Examined by J. J. Irvin At for defendant

1st Question Do you know the exact location of the lines of the 100 Acre Survey?

Ans I do

Question Please state what part of the ^{land} ~~land~~ the 2000 ~~acres~~ ^{acres} you speak of is in, that you heard in 1870

Ans It is in the upper end

Question Please state what part the clearing and fencing is on

Ans it is in the South side or upper end

Qus Please state when this clearing and fencing was done

Ans I deadened some timber about 17 years ago I have done some fencing & clearing nearly every year since and further this deposition not

David ^{his} Merideth
mark

Virginia Scott County Court:

I J.P. Fingate, a Justice in and for the County aforesaid in the State of Virginia certify that the foregoing depositions of Dale C. Legg, L.P. Kane, W.B. Baker, Thos L. Peterson, Emily C. Thompson, J.W.P. Peterson and David Merideth were taken, subscribed & sworn to before me at the times & places and for the purpose mentioned in the caption hereto annexed - Given under my hand this the 8th day of Oct. 1892 -

J.P. Fingate J.P.

Bill of Cost

Justices fee for taking depositions 2 hrs \$2.00

Dale C. Legg one day \$0.50

L.P. Kane one day

David Meredith

1/3 Depo
11/3

E. G. Anderson

Recd through
mail in care
of station
from D. B.
Whom taken care
of Oct 11/87
E. G. Anderson

2 P 9.00
11/11

To David Meredith.

Take Notice;

That we will take the deposition of J. V. Thacker & others on the 19th day of May 1894 at the law office of R. T. Irvine in the town of Big Stone Gap, Wm Co, Va between the hands of J. A. C. & C. R. M. to be read as evidence in our behalf in a certain cause in chancery now pending in the circuit court of Lee Co, Va wherein you are plaintiff and we are depts, and if for any reason the said taking be not commenced on that day, or if commenced be not concluded, it will be adjourned from place to place & from time to time until the same is concluded.

Respectfully

R. T. Anderson
Wm M. George Jr
by Counsel

Virginia - Wise County Circuit:

I Jos. L. Keeley - a Notary Public in & for the County aforesaid in the State of Va certify that R. T. Irvine this day made oath before me in my County aforesaid that on May 13th 1894 he delivered a copy of the foregoing notice to David Meredith in person - Given under my hand This May 15th 1894 Jos. L. Keeley, Notary Public

Virginia - Wise County Trust:

I, a notary public in &
for the county aforesaid in the state of
Virginia certify that R. T. Swine this day
made oath before me in my county
aforesaid that he did on May 12th 1874
deliver a co

(1)

The deposition of J.C.Scott and others, taken before me,
B. O. Ferguson
a *Justice of the Peace* for the county of Wise and the state
of Virginia at the law office of R.T.Irvine, Big Stone Gap,
Virginia, on the 19th day of May 1894, pursuant to notice
herewith filed, which when taken is intended to be read as
evidence in behalf of D.C.Anderson et als in a certain suit
in chancery now pending in the circuit court of Lee County
Virginia wherein David Meredith is plaintiff and D.C.Anderson
et als are defendants

PRESENT David Meredith, the plaintiff, and J.D.Carter,
his attorney, R.T.Irvine, attorney for the defendant.

J.C.Scott, a witness of lawfull age, being first duly
sworn, deposes as follows:-

Q. 1:- Please state your name, age, occupation, and
place of residence.

A:- Name, J.C.Scott; age, 43; place of residence Lee
County Virginia; occupation, lumber dealer and stock dealer.

Q. 2:- Are you the J.C.Scott nemtioned in the papers in
this cause?

A:- Yes, sir.

Q. 3:- Please state as fully as you can your connection
with the land in controversy and what you know about the
matter in dispute herein.

A:- A few years ago, I think about 1888, I went to Mr.
Meredith to get some timber from him and we went on to what
was called the Pendleton tract of land. I didn't know it
as such before that day. I had heard the Pendleton tract
spoken of, but did not know where it lay. Mr. Meredith and
Jasper W.Collier and myself went on the land and measured up a
lot of timber. Late that evening or the next day, I am not

(2)

certain which, I learned from Mr. Collier that this was the Pendleton land and most of the timber we had marked was on the Pendleton tract of land. I then went to Mr. Meredith with Collier and informed him that there would likely be trouble about that timber and I then made this contract with Mr. Meredith that I would take out that timber or haul on till I was stopped, if stopped at all, and if I was not stopped by any person before all the timber I had contracted for from him had been hauled out to the log-yard, I was to pay him for it. After this agreement I employed Mr. Meredith to help haul out the timber. Part of the time he hauled with my teams and part of the time he hauled with his own. Mr. Meredith helped to haul off and on until I got information from Isaac Wiseley that we were hauling off of the Pendleton tract of land belonging to W.D.Jones and he told me, if I did not stop hauling, that he or Jones one, I do not remember which, would compell me by law to stop. I do not remember whether he told me in his own right or as agent for W.D.Jones. I then quit hauling off of the Pendleton 100 acres and then Mr. Meredith made a little diferent contract still. He said he would let me have some other trees outside of that tract of land in place of those from off that tract and went on some more land and picked out a number of more trees. Me and Mr. Meredith marked up a number more of trees and I hauled them out afterwards and about that time, I don't know whether I had finished hauling all these trees or not, I learned that Senator J.B.J.Mills and Isaac Wiseley had bought out the claim of Clayborne Meredith on this same land. I went to see Mr. Wiseley about it and learned that T.J.Vermillion had bought the interest instead of Mr. Wiseley. I then bought Mr. Vermillion's interest in it.

(3)

After I bought T.J.Vermillion's interest, I learned that Heavy Young had a patent from the Commonwealth for this same land. I then bought Haarvey Young's claim and after that I had the logs sawed up into lumber. During the time I was having the logs sawed, Mr. Meredith came to me and wanted me to pay for the logs and I refused on the ground that I owned an interest an interest in the same land that was in controversy, which I bought since contracting with him for the logs. After that, he instituted suit against me for the purchase of the logs. I went to Jonesville and filed an answer ~~to~~ his bill and they withdrew the suit. I never paid Mr. Meredith for the timber taken from this land. I sold out my interest in the land to Mr. Mills.

Q. 4:- Please state whether or not the claim of Pendleton and Jones on this land was open and notorious.

A:- There was a good deal said about by one and another after I bought the timber.

Q? 5:-- How far did you live from that tract of land at that time?

A:- About 8 or 9 miles.

Q: 6:- Please state what, if anything, happened to your lumber while you were hauling it.

A:- After I began hauling the lumber to Clinchport, ~~the~~ after three days hauling, the balance of it was burned up at night.

Exception:- This question and answer is excepted to, because not relative to the matter in controversy. Carter for Pl

Q. 7:-- State what agreement, if any, you had with W.D. Jones about this land while he owned it.

A:- Before the lumber was aawed up, Mr. Mills and Mr.

(4)

Jones and I met at the house of Mr. Wiseley and Mr. Mills and I agreed to give him a release deed on the Pendleton 100 acres and Mr. Jones agreed not to bother us about the timber we had already taken off of it.

CROSS EXAMINATION.

by plaintiff.

X.Q. 1:- About how long have you known this land in controversy?

A:- About 6 or 7 years.

X.Q. 2:- State what you know about this land prior to the year 1888.

A:- I knew nothing about it prior to that date only I had heard it spoken of before.

X.Q. 3:- What kind of deed did Mr. Vermillion give you for this land?

A:- I believe it was a quit-claim deed or a special warranty.

X.Q. 4:- Was this purchase of timber from David Meredith made before you obtained this quit-claim deed from T.J. Vermillion?

A:- It was before.

X.Q. 5:- Please locate this 100 acres of land in controversy.

A:- It is a tract of land that joins on the North side a tract of land I bought from Jehew and J.W. Collier. On the N.E. and S.E., it joins on a tract of land bought from the Kand heirs by W.D. Jones. I don't know who owns the land on the South side. On the S.W. side it joins the Claiborne- Meredith tract of land. I don't know who owns on the South side.

X.Q. 6:- When did you see this land surveyed?

(5)

A:- I never saw it surveyed.

X.Q. 7:- Do you know that David Meredith's title papers does not cover this land?

A:- No, I don't know that I know anything about David Meredith's papers.

X.Q. 8:- State whether or not this 100 acres ajoins the other lands of Meredith.

A:- On the S.W. side it joins the land that he claims to be his.

And further this deponant saith not.

J. B. Scott

Also the deposition of Thomas Orrender, who, being duly sworn, deposes as follows:-

Q. 1:- Please state your name, age occupation, and place of residence.

A:- Thomas Orrender; age, 54 years; residence Big Stone Gap; occupation, farmer.

Q. 2:- State whether or not you ever lived near the land in controversy in this suit, and, if so, when and how long.

A:- I lived between 3 and 4 miles to the tract most of the time, begining 10 or 11 years ago, until about 3 years ago, when I maved back here. During 2 years of that time, I run the mill for Mr. Lunsford, which is about 1 mile ~~across~~ from the mill. *land*

Q. 3:- State whether or not you did any work on this disputed tract of land and, if so, what and when.

A:- About 7 years ago I did some work in clearing for David Meredith. I don't know about the disputed land, but it was on his land, down on the side of the mountain below the

(6)

old house. I cleared up between 3 and 4 acres and Tom Johnson helped me.

Q. 4:- Please state how much other cleared land there was near that place.

A:- Right above it there was a little field cleared, I recon there was 5 or 6 acres in it. There was another piece below where I was working, close by, which was cleared about the same time I was clearing the other. That was all the cleared land near around there.

Q. 5:- Please state what you know about the house or houses on this cleared land.

A:- There wasn't any, except up in the field containing about 5 or 6 acres. There was another little house above the spring up above the house and clearing and there was a little cleaned up around the house, but it was not exactly in a clearing.

Q. 6:- State what became of the house in the 5 or 6 acre clearing, and give all the facts you know about these houses and who lived in them.

A:- When I worked up there, no body lived in the old house in the clearing. It was just laying open. I stayed in it at nights. Miss Kate Meredith lived in the other house above there in the woods that I have spoken of. My understanding was that the old house was burned up afterwards, but I was not up there after it was burned.

Q. 7:- Please state what you know, if anything about Claiborne Meredith living on this land or claiming it as his own.

A:- Claiborne Meredith lived in the old house and tended crop around it before I worked up there. He was not living

(7)

there when I worked up there and I don't remember whether he lived there afterwards or not. I have heard him talk about it many a time and he said it belonged to him. He did this both before I worked up there and afterwards.

CROSS EXAMINATION.

by the plaintiff.

X.Q. 1:- State whether or not this piece of ground you were clearing there was under fence when you were there.

A:- No, sir.

X.Q. 2:- Did, or not, David Meredith tell you and Tom Johnson you could board in the house while you were there at work on this clearing?

A:- No, sir, he did not; that is, he did not tell me. He might have told Johnson.

And further this deponent saith not.

his
Thomas X. Grader
mark

Also the deposition of Hearvy Young who, being first duly sworn, deposes as follows:-

Q. 1:- Please state your name, age, occupation, and place of residence.

A:- Name, Hearvy Young; age, 48; residence Lee county Virginia; occupation, farmer.

Q. 2:- Please state what you know, if anything, concerning the title to the land in dispute in this case and the claim of David Meredith thereto.

A:- I got a patent of 280 acres which was inside of Meredith's tract. Mr. Meredith came to me and said he had bought that land from the Kane estate and showed me a deed to

(8)

that effect. His deed called for land lying in Scott Co., as near as I remember, and I got my patent for land lying in Lee Co. and bounded the land on the Lee and Scott line as near as I could locate it. I was going to bring suit against him and he came to me and proposed to arbitrate it and I agreed to this and we had the arbitration. He beat me in the arbitration. Dave, on the arbitration, produced a deed from the Kane estate signed by Wood and Vance. This deed called for lines running from the East line from the Snider tract a S. W. course to the top of the Powell Mountain. I claimed that according to the calls of that deed, it did not cover the land. The deed I speak of was not the deed from Vance and Wood, but was a deed exhibited by Meredith or Patrick Kane for him from I think Reuben McCully, Sheriff, to Henry S. Kane, is my recollection, for a boundary of 2000 acres. I demanded an actual survey of the land before the case should be decided. Meredith then claimed that his father had another deed that covered the land that was 15 years old. I do not know that he said whom the deed was from, but I learned that it was from William Collier and Meredith said that he had had it recorded. Then the arbitrators gave it in Dave's favor against me.

Q.3:- As I understand you, then, at this arbitration Meredith claimed the land partly by reason of his father's deed from Collier and he claimed under that deed, is that correct?

A:- Well, that was my understanding.

Q. 4:- Can you state when this arbitration occurred?

A:- I think in 1883 or 1884, as near as I can come at it. I know it was after my patent which was gotten in 1882.

Q. 5:- Please state whether or not David Meredith at

(9)

that time or at any other showed any transfer of title from his father to himself, or claimed to have any.

A:- I have a faint recollection that I asked him at that time whether he had any title from his father and he said it didn't make any difference.

Q. 6:- State what other claim, if any, David made to his father's title and what claim ~~XXXXXXXXXXXX~~ Claiborne Meredith made, if any, to the land as his own.

A:- Claiborne Meredith came to me as many as three times and tried to sell me the land. He said that he owned it and that he had possession of it, but David Meredith said he had bought the land from the Kanes and that he had settled up all those rents and other matters and that the old man was out of it and had nothing to do with it and I did not buy from Claib.

Q. 7:- I show you a copy of a deed dated 10th day of October 1826 from Reubin McCully to Henry S. Kane. I will ask you if this is the deed referred to by you as being exhibited at the arbitration?

A:- That seems to read exactly like the deed exhibited there.

Q. 8:- Did your 280 acres include all or any part of the Pendleton 100 acres?

A:- From the best of my knowledge, my tract took all or the best part of it.

Q. 9:- I will now ask you whether from your knowledge of the location of the lands and lines in that vicinity any part of your 280 acres is inside of the boundary called ~~for~~ in the deed just mentioned from McCully to Kane.

A:- I think, if it would take any, it would take very little and it would be at the lower corner.

(10)

Q. 10:- Would it take any of the Pendleton 100 acres?

A:- From my knowledge of the East line of the Snider tract, it might interfere a little bit with the Pendleton 100 acres, but , if it would cut off any, it would be very little. I don't know exactly the location of the Pendleton lines.

CROSS EXAMINATION.

X.Q. 1:- You mention something about an arbitration between David Meredith and yourself. Please state whether the deed from William Collier ~~and~~ Claiborne Meredith was produced or not.in the arbitration.

A:- It was not, ~~and~~ if they produced any deed, I didn't recollect seeing it.

X.Q. 2:- Why did you not have this 100 acre tract surveyed?

A:- I never knew ^{at} the time that I made this entry that there was such a claim as the ~~100x~~ Pendleton 100 acre tract.

X.Q. 3:- Did you ever examine any of Mr. Meredith's title papers to this land?- if you have, do you know, as you have ^{not} seen it surveyed, that they do not cover it?

A:- I do not know that they cover it from any survey that Mr. Meredith made in my presence.

And further this deponent saith not.

Harvey Young
The further ^{taking} of these depositions is adjourned until May 25th at the same time and place.

B. O. Ferguson, J.P.

(11)

Met pursuant to adjournment at the same place May 25th 1894.

PRESENT J.D.Carter, attorney for the plaintiff, and R.T. Irvine, attorney for the defendant.

By agreement the deposition of S.W.Thacker is taken by the plaintiff to be read as evidence on his behalf.

Being first duly sworn, witness deposes as follows:-

Q. 1:- Please state your name, age, occupation, and place of residence.

A:- My name is S.W.Thacker; my age is 33 years; residence Big Stone Gap; occupation surveyor.

Q. 2:- Please state whether or not you are acquainted with the parties to this suit, also the land in controversy.

A:- I know Mr. Meredith and Mr. Anderson and I have surveyed the land in controversy.

Q. 3:- You will please examine the plat marked "A" and show on same the land in controversy and file the same as a part of your deposition.

A:- The land in controversy is shown by red lines, marked "Pendleton 100 acres". The lines in black show the land as covered by Meredith's deed, as I understand it. The lines shown by a dash and two dots bounds ~~the boundaries of~~ the land that David Meredith claims on the West, and I file the same as a part of my deposition marked "Exhibit A".

Q. 4:- Please state whether or not the deed of David Meredith from Vance and Wood calling for 342 acres include this 100 acres in controversy? - if so, please file same as part of your deposition marked "Exhibit B".

A:- The calls are the same as I used on my survey as shown by the black lines in the plat, and leaves out a small

(12)

portion of the land in controversy as shown on the map marked "Exhibit A".

Q. 5:- I will ask you to examine a certified copy of a deed from Nathaniel Taylor to Jacob Mileham by A. Johnson, his agent, and file same as ~~a~~ part of your deposition marked "Exhibit C", also a certified copy of a deed from Jacob Mileham to Daniel Blackmore, marked "Exhibit D", also a certified copy of a deed from Walter H. Mileham to William King, marked "Exhibit E", also a certified copy of a deed from William King to ^{Reubin} ~~William~~ McCulley, marked "Exhibit F", also a certified copy of a deed from Reubin McCulley, Sherriff, to Henry S. Kane, marked "Exhibit G", also a certified copy of a deed from John S. Martin, Clerk, to H.S. Kane, marked "Exhibit H", and state whether or not they cover this land in controversy, and file same as a part of your deposition.

A: The deed from Nathaniel Taylor to Jacob Mileham does cover the land in controversy. The deed from Jacob Mileham to Daniel Blackmore does ~~not~~ cover it. The deed from Walter H. Mileham to William King will cover a part of the land and probably all of it, but, as I do not know where the mill path called for in the deed, crosses the mountain, I can not say that it is all covered by this deed. The deed from William

King to ^{Reubin} ~~William~~ McCulley seems to be the same land as conveyed by Walter ^{of Mileham} to William King, although the deeds do not read exactly the same. ~~XXXX~~ The description in the deed from Reubin McCulley to H.S. Kane is the same as the deed from William King to William McCulley. The deed from John S. Martin, Clerk to Henry S. Kane seems to cover the unsold interest in the ^{land} ~~XXXXXX~~ mentioned in the deed from Nathaniel Taylor to

(13)

Jacob Mileham . I file the deeds marked respectively Exhibits C?D?E?F?G? and H as part of my deposition. If none of the older patents mentioned in the deed from Nathaniel ^{Taylor} ~~John~~ ~~son~~ to Jacob Mileham cover any of the land in controversy, the deeds from Walter H. Mileham to William King and the deed from John S. Martin, Clerk, to H. S. Kane will cover all the land in dispute.

The deed from Taylor, by Johnson agent, to Jacob Mileham is objected to by defendant because no authority in agent to convey is shown and because the certificate of acknowledge is defective. The copy of deed from Jacob Mileham to Daniel Blackmore is objected to because no certificate of acknowledgement on it. The copy of the deed from William King to Reubin McCulley, Sherriff, is objected to because the certificate of acknowledge is defective. The ~~dead~~ copy of the deed from McCulley, Sheriff, to Henry S. Kane is objected to; First, because there is no proof that the sale was advertized according to law and the other necessary preliminaries complied with; second, it is not a sealed instrument and, therefore not a deed and third, because the certificate of acknowledgement is defective. The copy of the deed from John S. Martin, Clerk, to H. S. Kane is objected to because it is a tax deed and the preliminaries to the said sale and deed are not shown to have been complied with and it is not shown, therefore, that the said clerk had any authority to make said deed, also because the seal of the court is not attached to the said deed.

CROSS EXAMINATION.

X.Q.1:- I understand from your answers to question 5 that you have not surveyed the lands called for in those deeds but speak only from your general knowledge of the country, is that correct?

(14)

A:- I have surveyed the two lines of the Johnson 16100 acre patent, which is the North boundary of the deed from Nathaniel Taylor to Jacob Mileham. Beyond that, I speak from a general knowledge of the country.

And further deponent saith not

S.W. Thacker

The further taking of these depositions is adjourned to Monday, May 28th, at the same time and place.

B. O. Ferguson J.P.

Monday, May 28th 1894.

Met pursuant to adjournment at the same place and between the same hours, and, there being no witness present, the further taking of these depositions is adjourned to Saturday, June 2nd 1894, at the same time and place.

B. O. Ferguson J.P.

Met pursuant to adjournment June 2nd 1894 at the same place and between the same hours. There being no witness present, the further taking of these depositions is adjourned to Thursday, June 7th 1894, at the same time and place.

B. O. Ferguson J.P.

Thursday, June 7th 1894.

Met pursuant to adjournment at the same place and between the same hours.

PRESENT R.T.Irvine, attorney for the defendant, who, being first duly sworn, deposes as follows:-

My name is R.T.Irvine; age 31 years; residence Big Stone Gap, Virginia; occupation attorney at law. I am the attorney for the defendants and have been conducting this case for them. I file herewith as a part of my deposition, marked

(15)

"Exhibit X.Y.Z.", a deed from J.B.F. Mills to William McGeorge, Junior, et al, dated May 10th 1894.

And further this deponent saith not.

R. T. Irvine

Virginia, Wise County, to-wit:

I, B.O. Ferguson, a justice in and for the county aforesaid in the state of Virginia, certify that the foregoing depositions of J.C. Scott, Thomas Orrender, Harvey Young, S.W. Thacker, and R.T. Irvine were taken, subscribed, and sworn to before me at the time and place and for the purposes mentioned in the caption hereto annexed.

Given under my hand this the 7th day of June 1894.

B. O. Ferguson J.P.

Time of taking the depositions of Orrender, Young, Scott, and Irvine 9 hours, at 75cts. an hour, makes total amount due J.P. for taking said depositions \$ 6.75

Time of taking the deposition of S.W. Thacker 2 1/2 hours, at 75cts. an hour, \$ 1.87

The former chargeable to the defendants, the latter to the plaintiff.

B. O. Ferguson J.P.

Defts Depo

Received in good
condition and filed
again the 8th, 1894
A. B. Munsey
Clerk

~~"D. B."~~

Diff. charge \$1.87

Defts 6.75

(1)

The Depositions of Thomas Wallen, *Johnie Martin*
Isaac Miley and *Claiborne Meredith*

taken before me, J.P. Fugate, a Justice of the Peace in and for the County of Scott, State of Virginia at the law office of J.D. Carter in the town of Duffield, Scott County, to be read as evidence on behalf of the defendants in the cause of David Meredith vs D.C. Anderson and others now pending in the Circuit Court of Lee County, Va., taken by agreement and without notice. the 14th day of October, 1892.

PRESENT: -J.D. Carter, Attorney for the plaintiff and David Meredith, plaintiff, R.T. Irvine Attorney for Defendant.

Thomas Wallen a witness of lawful age being first duly sworn deposeth and sayeth as follows:

Q.1. Please state your name, age, occupation and place of residence?

A. Name Thos. Wallen, age, between 61 and 64, residence Duffield, Va., occupation farmer.

Q.2. Please state whether or not you know the location of the 100 acres of land in controversy in this suit?

A. I do.

Q.3. Please state how close you used to live to this tract and how long you have lived in that neighborhood?

A. I lived in two miles of the place for five years and three miles for seven years. I then lived in 3 or 4 miles of the place for five years. I was born at Horton's Summit and when a boy moved with my mother to the place on the Dry Branch about three miles from the Meredith land.

Q.4. Please state what you know if anything about the claim of Claiborne and David Meredith on this land?

A. I went there to help David Meredith build a house. He said he had taken a lease from Henry S. Kane.

(2)

Claiborne Meredith, David's father come out ^{all} for ~~bidders~~ working under a contract with Henry Kane. He remarked that the land was his and then told David's ~~Meredith~~ Meredith that he could go ahead and build a house under the conversation ~~which~~ ^{which} they had had. I don't know what the conversation was. They went off and talked a little with themselves and come back and both parties said go to work.

Q.5. Please state about how long ago that was.

A. It has been about sixteen or seventeen years ago. I couldn't be positive.

Q.6. Please state whether the house you speak of was the house on or near the 100 acre tract or the one on top of the mountain above the 100 acre tract.

A. It was above the 100 acre tract on the mountain.

Q.7. Please state whether or not at that time there was any clearing on the 100 acre part.

A. Not any that I know of.

Q.8. Please state whether or not you have heard the calls read of a certified copy of the John Johnson 6000 acre tract, and if so, from your knowledge of the country, whether the 100 acres is included in said 6000 acre tract?

A. I heard the calls read and I do not think it covers the land.

Q.9. I will ask you if the following be the proper calls of what is known as the Ruben McCully Survey conveyed by Wm. King in bankruptcy to H.S. Kane, to wit: Beg. on Snyder's line on the E. side of the Creek, with his line S.W. to the top of Powell Mountain; thence with the top of Powell's Mountain to the Mill path; thence crossing said mountain to Duff's line; thence E. to McCredie's line; thence with McCredy's line to the Beg., whether

(3)

or not the 100 acres in question is inside of said boundary?

A. From the calls I don't think it is.

Q.10. Please state if you know what contract from Kane was alluded to in the conversation you have spoken about between Claiborne and David Meredith?

A. ~~This~~ This Contract that I have spoken of was in the 20 acre contract that David had taken from H.S.Kane.

Q.11. Please state how you knew ~~thaxx~~ it was this contract and state what particulars you know about the contract?

A. David Meredith told me it was this Kane contract and that he was to clear 20 acres .

Q.12. Please state whether or not the house you were working on was completed, and whether or not David Meredith afterwards lived in that house, and now lives in it?

A. The house was completed and David Meredith lived in it? I couldn't state whether he lives in it now as I haven't been there for five or six years. I reckon he lives in about the same place.

Cross-examined by J.D.Carter.

Q. Mr. Wallen can you read or write?

A. No sir.

Q You may please state when you saw the John Johnson 6000 acre tract surveyed?

A. I never saw it surveyed.

Q Please state then how you know this 100 acres in controversy does not lie within the lines of the 6000 acre survey?

A. From the calls of the patent it leaves it lying northwest of the lines.

Q. Did you ever travel along the lines from the beginning

(4)

corner of this survey till you had gone around it to all its corners to the beginning?

A. I have not.

Q. ~~Did you ever see the lines of the Ruben McCully Survey surveyed?~~ Please state whether or not you ever saw the lines of the Ruben McCully Survey surveyed?

A. I have saw one line said to be the Ruben McCully line surveyed.

Q. How do you know that this 100 acres in controversy is not included in the Ruben McCully survey?

A. From the calls of it I don't think it will touch the 100 acre survey.

Q. Then you are not acquainted very well with these tracts of land?

A. I have known this land ever since I have ever known any thing about land matters.

Q. How is it you know of these lines so well and tell what boundaries of land they enclose if you have never been along the lines or seen them surveyed?

A. I have saw one line surveyed of the McCully survey as I said before.

Q. What do you mean by calls?

A. I mean the degrees as called for in the plat.

Q. Please state how it is then if you know nothing about these lines how you can with so much certainty locate this 100 acre survey?

A. I just stated that from the calls of the plat.

Q. How long have you been acquainted with the boundary lines of this 100 acre survey?

A. That is about 40 years I reckon.

(4)

Q. Then Mr. Wallen all you know about this land is what you know from the calls?

A. Only this one line that I speak to you about.

Q. Please give that line, where it commences and where it ends?

A. The line that comes across from the Duff line down to the Mill path.

A. Of what survey?

A. McCully Survey.

Q. Please state where that line terminates?

A. We started from the top of Powell's Mountain, run down the spur between what we called the double ford of the creek.

Q. ~~Where~~ Please state whether or not that line that you saw run was run by an experienced surveyor?

A. I don't know that it was.

~~Qx~~ Re-direct Examination.

Q. 1. Please state whether or not you have owned land in that neighborhood and have helped make surveys?

A. I have. *Upon the Mountain, I owned a place about 2 1/2 miles in a straight line from*
and further this deponent saith not *this land*

Thomas Wallen
Thomas X Wallen
mark

(6)

John Martin another witness of lawful age being first duly sworn deposeth and saith as follows:

Q.1. Please state your name, age, occupation and place of residence?

A. 72 or 73 years old, place of residence Duffield, Va., have been a farmer.

Q.2. Please state whether or not you were engaged to help survey by Ira Creech and Thos. L. Peterson in the matter of making a partition of the land of Henry S. Kane, and if so state where you ran?

A. I was engaged by Mr. Peterson. Mr. Creech did the surveying. We began on the Carter corner which is about one mile west of Duffield and run a west course to Rogers and from Rogers a straight line ~~to~~ a northwest course to the top of Powell's Mountain, then with the top of the mountain in a north course to the butt of the mountain above Meredith's. We stoped I reckon at what is called the Lee and Scott County line, and we then come off of the mountain and I did not help to run any other lines. I do not know of any others being run

Q.3. Please state what direction and how far from where David Meredith lives is the Lee and Scott County line at which you stopped?

A. Between a quarter and a half of mile in a west course, I think nearly a due west course.

Cross-examination by J. D. Carter.

Q.1. Please state what you mean by the butt of the mountain?

A. I mean where it butts off at Ward's Mill.

(7)

Q.2. Please state whether or not you concluded this line?

A. I don't know whether it went any further or not.

Q.3 and further this deponent saith not

John Martin

The further taking of these depositions is adjourned until tomorrow Oct. 15th, 1892 till 10 o'clock A.M. at the same place.

J. P. Fugate A.P.

Met pursuant to adjournment on October 15th at the same place. Present same parties as on yesterday.

Isaac Wisely another witness of lawful age being first duly sworn deposeth and saith as follows:

Q.L. Please state your name, age, occupation and place of residence?

A. Name Isaac Wisely, age 57, residence Scott County, occupation farmer.

Q.2. Please state whether you ever lived in the neighborhood of the 100 acre tract in controversy, and if so how long.

A. I lived there about 10 years and about 2 miles of it. I went there about 10 years ago.

Q.3. Please state whether or not you have ever been around the lines of the 100 acre tract?

A. I have.

Q.4. Please state how much cleared land there is inside of the 100 acre tract, and how long has it been cleared?

A. I don't know exactly. My impression is that it is 4 or 5 acres. I think it has been cleared about 6 or 7 years.

(8)

Q.5. Please state how long you have been acquainted with Claiborne and David Meredith and their possession both on the 100 acres and on the other tract adjoining?

A. About 10 years.

Q.6. Please state who was in possession of the whole boundary when you first became acquainted with them and what was the nature of their possession?

A. Claiborne and David Meredith were both on the tract of land. Old man Claiborne always claimed it to me.

Q.7. Please state if you know how Claiborne Meredith claimed it?

A. I don't know ~~is~~ as I know exactly how he claimed it. I did know but I don't know exactly now.

Q.8. Please state whether he claimed it under Henry S. Kane now deceased?

A. I don't think he ever claimed that to me.

Q.9. Please state how long Claiborne Meredith continued to occupy and claim the land?

A. They was living there when I come here about ten years ago and Claiborne Meredith and his wife between them continued to live on the land, ~~and claim it.~~ ~~Theyx~~ He was absent a part of the time and returned again.

Q.10. State whether or not Claiborne Meredith claimed the land during this period as his?

A. He did.

Q.11. Please state when he ceased to live on the land and to claim it in this way?

A. He sold out to Mills and Vermillion. It has been about 4 or 5 years ago. That is my recollection.

Q.12. Please state whether or not A.J. Pendleton made

(9)

claim to ~~this~~ 100 acre boundary during this time, and the nature of that claim?

A. He did. He claimed a patent to the land, he said he had it patented.

Q. 12. Please state whether or not his said claim was open and notorious and well known in the neighborhood?

A. It was for the last 7 or 8 years.

Q. 13. Please state if you know whether or not David Meredith had notice of this claim?

A. I heard him talk about it six years ago. He and I was talking about that and the entire boundary of that land, all the land Mr. Meredith claimed. I told Mr. Meredith that he ~~would~~ better compromise the matter, and I told him I would do it for a roan horse that he had there at that time, or that I thought I would do it. He said that was too much.

Q. 14. Please state with whom you ^{aimed} ~~mean~~ to make the compromise?

A. I ^{aimed} ~~mean~~ to make it with Claiborne Meredith and A. J. Pendleton.

Q. 15. Please state whether or not you know the location of what is known in that neighborhood as the Snyder line, and if so describe it?

A. As I understand it it covers about what is called the John Pendleton tract. It corners up there on a double maple and runs a northeast direction ~~runxxx~~ coming this way, and I suppose joins what is called the McCredie Survey.

Q. 16. I will ask you if a line be drawn from the extreme west end of this Snyder line at the double maple you speak of in a due Southwest course whether or not it would include any of the 100 acre tract if said line should run to the top of

(10)

Powell's Mountain then with the top of the mountain in this direction to the mill path etc.?

A. That is pretty hard for me to answer, ~~xxxxixixlxxxxxx~~
~~ixixxxxxxxixixl~~ but the way I look at it I don't think that it would cover the entire tract. It might cover a small portion of it.

Q. 17. Please state how long this line is to the best of your knowledge?

A. ~~I am xixl xxxx~~ It is about ~~twexxixlxxx~~ 150 poles.

Q. 18. If a line be drawn from the middle point of this Snyder line which you say is 150 poles long in a due southwest course state whether or not any of the 100 acre tract would be included?

A. I would think not.

Q. 19. If a line be drawn from this middle point in a due west course state whether or not any of the 100 acres would be included?

A. I don't think it would.

Cross-examined by J. D. Carter.

Q. 1. When were you around the ~~x~~ line of this 100 acre tract?

A. ~~I~~ It was directly after W. D. Jones bought it. That has been about five years ^{since} after he bought it.

Q. 2. Did you ever see this ~~x~~ cleared land measured?

A. I did not.

Q. 3. Please state where Claiborne Meredith lived and whether or not you know old man Claiborne Meredith had any boni fide claim to this land?

A. David Meredith lived up on the same land where Claiborne Meredith lived. I did not know that he had any boni fi-

(11)

de claim to it.

Q.4.Please state if you know how long it has been since Claiborne Meredith and his wife separated?

A.I don't know.

Q.5.Please state whether or not Claiborne Meredith and his wife ever lived together again after they first separated?

A.My impression is that they didn't. Don't think they did.

Q.6.6.Do you or not know that Claiborne Meredith did not occupy this land under a contract from H.S.Kane or his heirs?

A.No,I don't know whether he had a contract with anybody or not.

Q.7.Please state what acts of ownership A.J.Pendleton exercised over this land?

A.I don't know of any,only claiming it.

Q.8.Please state whether or not you ever saw A.J.Pendleton on this boundary of land,if so when?

A.I did not.

Q.9~~N~~Now then was his claim open and notorious in the neighborhood?

A.Only by conversation among the people.

Q.10.Then it was only rumor in the neighborhood that A.J.Pendleton claimed this land?

A.It was talked of. The patent was sold.

Q.11.What was the consideration that Claiborne Meredith received when he sold this claim you speak of to Mills and Vermillion?

A.My recollection is that it was \$125.

Q.12.How many acres did that include?

A.My understanding from the parties was that it included

(12)

the entire boundary that Claiborne Meredith bought.

Q.13. Isn't it a fact that this was a fictitious consideration and a quit-claim deed in order for Vermillion and Mills to obtain possession of this land?

A. I don't know what they had in view.

~~Q.14. Please state whether or not you ever saw the Snyder line run?~~
~~Meredith xxx x~~

~~Q.15. Please state whether or not you ever saw the Snyder line run?~~
Q.15. Please state whether or not you ever saw the Snyder line run?

A. It's worth \$2,000.

Q.15. Please state whether or not you ever saw the Snyder line run?

A. I did not.

Q.16. Please state how you know it is 150 poles long?

A. I don't know that

Q.17. Please state how you know the beginning corner of this southwest line beginning on the Snyder line?

A. Only by what others have told me.

Q.18. If a line be drawn from the extreme end of the Snyder line isn't it a fact that it would include this 100 acres if said line is drawn in a southwest course to the top of Powell's Mountain?

A. I couldn't be positive about that.

Q.19. You stated in your examination in chief that if a line drawn in a southwest to the top of Powell's Mountain upon the middle point of Snyder's line would cut a portion of this land?

How do you reconcile this.

A. I didn't state that in examination in chief.

Q.20 Please state what corner you mean, where is this.

(13)

A. It is at the foot of the mountain this side of where Collier lives.

Q. 21. Please state whether or not you ever saw a line run southwest from this corner to the top of Powell's mountain?

A. No sir I never saw one run to that point. I saw one run from the middle though to the top of Powell's mountain.

Q. 22. Please state how you know this maple is the true corner of the Snyder line?

A. I don't know it.

Q. 22. Please state whether or not H. S. Kane and those claiming under him have claimed this land ever since you were acquainted with it.

A. I don't know it. I don't know if they claimed it or not. I don't know if they claimed it or not. I don't know if they claimed it or not.

Claiborne Meredith another witness of lawful age being

first duly sworn deposeseth and saith as follows:

Q. 1. Please state your name, age, occupation and place of residence?

A. Name Claiborne Meredith, age 75 years, occupation farmer, place of residence Lee County on Lovelady Creek on Wallen's Ridge.

Q. 2. Please state when you first settled on the top of Powell's Mountain and under what claim of title?

A. About fifty years ago. I just settled on it. first under a lease under a lease from Henry S. Kane up to the Scott County line, he didn't claim it no further than that line

I built my house on the Lee side of the line.

Q. 3. Please state whether or not you had a title from any one to the land on the Lee side?

A. Not till I got the quit-claim deed made from Wm. Collier.

Q. 4. Please state whether or not that deed was lost and

"A" Just. Please state whether or not David Meredith has been in possession of this land ever since you have known it for the last ten years?
 Yes David Meredith has been on it ever since I know the place.

'14)

if so state the particulars of it?

~~Ax~~ This question is objected to because this is not the proper means or way to set up lost papers or title to land.

J.D.Carter,

Atty for Pl'ff.

A.The deed was taken out of my papers when I went to Ky. I understood that David had the deed, and had it recorded. That was my understanding when I come back. When I got it Wilber Neely plotted it and he said it was something like 300 acres.

Q.I understand you to say then that you had the land surveyed under the Collier deed?

A.I did.

Q.6.State how much of this land that you claim was in Lee County.

the biggest
A.A ~~big~~ part of it was in Lee County.

Q.7.State whether or not Henry S.Kane claimed any further that the Scott County line?

A.He did not at first he only claimed it to the County ~~x~~ line. After a while he got to claiming it a little further over.

Q.8.Please state how David Meredith got into possession of this tract?

A.He ~~ca~~aimed it under me. He settled on a part that I cleaned off myself.

Q.9.State how long he lived on it claiming under you?

A. I think it was seven or eight years
A.He took a lease on the Scott side.

Q.10.David Meredith in his deposition shows a lease of 20 acres from Henry S.Kane in 1875, south of where you then lived?

(15)

Ax

Please state whether or not that was in Lee or Scott?

A. That was in Scott.

Q. 11. Please state whether or not it was inside of the lines of the Pendleton 100 acres?

A. No sir it was not in the Pendleton 100 acres.

Q. Please state how far it is from where you first lived and in what direction?

A. I live close to the line. It was not more than 150 yards over the ridge to the Scott County line.

Q. 13. Please state the particulars of your going to Ky., coming back and finding David in possession of this tract?

A. He was no more in possession of it than when I left. I left all my property on the land.

Q. 14. Please state where you lived when you came back?

A. I let him have one room of it. When I came back I cleaned out one of the rooms in the double house. In two days when I came to move in it the house was burned down. My wife went into ^{the} house that David Built below it in the same survey and I went down into it. I went to Ky and came back back again and my wife was living there. I had bought some bacon over in the Cove I went over to get it me and my wife but when I came back that house was burned up and everything in it.

Q. 15. Please state how long you continued to own and enjoy possession of this land?

A. I was on it under that deed some 16 or 20 years I think it has been that long since the deed was made until after my house got burnt and after I sold the land. I had sold the

(16)

land before the house got burnt but I was still living on in h
the house.

Q.What sale do you speak of?

A.When I sold the land to ~~JohnxVer~~ Tom Vermillion and
Scott.

Q.Did you make them a deed for it?

A.Yes sir.

Q.Did~~xxx~~ State whether or not the boundary you sold
them was the boundary you bought from Coll~~er~~.

A.Yes sir.

Q.State whether or not Henry S.Kane knew in his life time
that you was claiming this land adverse to him?

A.I expect he did sir.

Q.State whether or not at any time he yielded it to you?

A.No sir he didn't do that. He said that I could keep th
the land as long as I lived on it on the Scott side. He nev-
er claimed the land for years on the other side.

Q.State whether or not you know what yielded means?

A.No sir I do not know.

Q.What I meant was did Henry S.Kane acknowledge your
right to the land on the Lee County ~~land~~ side in his lifetime

A.He said nothing about it. He always said I could
have a home there as as long as I lived, on the Scott County
~~and Lee County sides.~~

Q.Please state what you know about the Jack Pendleton
100 acres?

A.He made the entry down there and was hemming me up. I
went down and told Kane of it and he come with me and attack-
ed Pendleton about x it and told him if he would cut any tim-b
ber and tresspass ~~over~~ any land on the Scott County line he

(17)

would indict him. Pendleton said that he hadn't cut or wouldn't cut any timber on the ^{South} Lee County side; that he was on the Lee County side. That was all the chat I heard between them.

Q. Please state how long the clearing down on the side of the mountain in the edge of the 100 acre tract had been made.

A. I don't know about that exactly, part of the time I was gone to Ky.

Q. Please state whether it was your first or second trip to Kentucky that you ^{speak} know of?

A. I believe it was my second trip.

Q. Please state how many years ago since you went to Kentucky the second time?

A. It has been about six or seven years.

Q. State whether or not the clearing was made while you were gone?

A. It was made while I was gone.

Q. Please state whether or not when you went to Ky the first time you owed rent to Henry S. Kane?

A. I never paid him no rent, I never owed him any rent.

Q. State whether or not you were indebted in any other way to the said Kane and if so explain it?

A. I ~~was~~ David Kane ~~my brother~~ brother of Henry S. Kane put up some goods at Estillville, I went up and made a right smart deal with him, he kept after me too, said he would wait on me as long as I wanted him to. He turns in and sells out his accounts and goods to old Henry and sells my account too. He come up on me with the account and I give him my note. They come to me with the note and I settled it with

(18)

a yoke of cattle.

Q.~~David Meredith~~ State whether or not David Meredith ever paid any back rent for you to Henry S.Kane?

A.None that I ever knowed of,if he paid it he did it while I was gone.

Q.State whether or not you had any contract to pay rent to Henry S.Kane?

A.No sir

Q.Please state whether or not any talk occurred between you and David at the time David was building his house about what contract he was claiming under,and if so gi ve the substance of the talk?

A.Yes sir. ~~He was claiming under~~. I chopped down some trees around and was going to build a house there myself. I told Dave he could build there. I didn't know any contract he had. It is mighty hard to recollect anything that far back.

Q.Please state who helped David put up that house.

A.I think Mr.Wallen helped him. I believe one of the Bakers did also,but I am not certain.

Q.I will ask you to state whether or not when David began to build there you came up and told him to stop if he was claiming under a contract from Kane? that you claimed the land And that if he would build under a talk which you and him had had that ^{he} you could go ahead?

A.As I told you a bit ago I told him he could build there if he wanted to.

Q.Please state whether or not at one time you helped survey for Mr.Kane what was known as the Preston land,and if

(19)

so you heard Mr.Kane make any remark about that Mountain land, and what?

A.We started the line at the big spring and then run under the mountain up above the Wisely tract to a beech and there we stopped and cornered there. Mr.Kane said that was all that mountain land he wanted but he was going to claim the balance to keep people from turning stock on it.

This question and answer is objected to because it gives the conversation of the party who is dead and who is not a party to this suit.

J.D.Carter,

Atty for plaintiff.

Q.Please state whethether this surveying you speak of was inside of Scott County or in Lee?

A.It was in Scott County.

Cross-examination by J.D.Carter.

Q.How come you to settle on top of Powell's mountain?

A.I just went there and settled there.

Q.Under whose authority did you go there?

A.I took a lease from Henry Kane.

Q.Please state how long you lived on this land under a lease from H.S.Kane?

A.I was on the land three or four years and he give me
a lease of the land on the ^{scott} ~~lee~~ side and built the house on th
Lee side.

Q.Whose land was it where you built that house on the Lee side?

A.I don't know whose land it was.

(20)

Q.How long did you live in the house on the Lee side?

A.I lived the whole time on the Lee side.

Q.Who give you authority to put this hoise on the Lee side?

A.Nobody I just built it there.

Q.Please state how long it was after you built this house on the Lee side that you made a written contract with H.S.Kane for this house that you built?

A.I didn't make any contract with him.

Q.How long did you live there where you first erected this house that you speak of till Wm.Collier made you this quit-claim deed?

A.I don't know how long it was. Unless written down it is impossible to tell them.

Q.How much were you to pay Wm.Collier for this land?

A.He wasn't paying ^{him} me anything. I ~~IM~~ got a quit-claim deed and had the land surveyed.

Q.How did Wm.Collier get his authority to sell you this land?

A.You would have to go to him and ask him.

Q.Then this deed Mr.Meredith was made you without any consideration?

A.It wasmade before a Magistrate. I don't recollect his name.

Q.How long was it from the time Wm.Collier made you this quit-claim deed till you went to Ky?

A.It was a right smart while. I don't remember the time? As well as I recollect it was made before the war.

Q.M Is it a fact that there is a lease contract and also a rent contract? between you and H.S.Kane for all of this land now in controversy?

(20)

A. There was never such a deed made. There was never a rent contract made. I never paid a dollar to Kane but there was a lease contract in which I leased this land ^{from} to H.S.Kane.

Q. Isn't it a fact that all your household goods and chattels and all your stock and grains of all kind was distrained for rent due H.S.Kane?

A. No sir. ~~W~~ My property was never levied on for rent. I was security for John Kane who bought a horse from Dock Collier and Collier sold the note to Jack Litton and John Kane left the country and ~~John~~ Jack Litton pressed on me for the money. and Dave Kane fixed up a fiction to keep my property from being sold for John Kane's debt. Henry Kane was not on the place. Dave fixed up a fictitious debt to keep the property from being levied on. Dave Kane ~~fixed the~~ he had the property sold and gave it back to me.

Q. Please state when Henry S.Kane commenced to claim the ground where you built this house?

A. He never claimed right across the line. If he claimed it he never told me anything about it.

Q. Please state where this land is that H.S.Kane told you that you could live on it as long as you lived?

A. It was where I was living on the Scott side, and on the Lee side. Henry Kane never even owned the land, or charged me any rent for it.

Q. Then he let you live on this land free of rent on condition that you take care of the property did he?

A. He didn't let me. ~~he~~ just lived on it.

Q. Isn't it a fact that H.S.Kane told you you could live there as long as you lived?

A. I didn't live there under his authority.

(22)

Q. You state in your examination in chief that at first H.S. Kane only claimed to the County line? between Lee and Scott and after awhile he got to claiming it into Lee County? Pl-

A
ease state now how ^{far} over into Lee County he got to claiming this land and about what year?

A. I don't know how far he came into Lee County.

Q. Was it two miles?

A. No sir I didn't measure it.

Q. Please state when you saw the lines of the Pendleton 100 acres run?

A. I didn't see it run. I never saw it run. *John Pendleton showed me the lines.*

Q. Please state whether or not there is any cleared land on this 100 acres now in controversy?

A. There is ~~no~~ cleared land on it.

Q. How long have you known David Meredith?

A. I have known him all my life.

Q. How long has it been since David Meredith first cleared any land on this tract?

A. It has been some 6 or 7 years.

Q. How long has it been since you went to Ky the first time

A. It has been about 7 or 8 years.

Q. When you went to Ky did you take your wife with you?

A. No sir I did not. I left my wife and all the property on the land.

Q. In whose care did you leave your wife and your property And what property do you mean?

A. My household goods, hogs and all my furniture.

Q. Is it a fact that your wife lived with David Meredith

A. She didn't live with him. She lived to herself her and the children.

(23)

Q. Who do you mean by your wife, the mother of David Meredith or not?

A. Yes sir my first wife. She died on the place and was buried on it.

Q. Isn't it a fact that you left your first wife? and left her in the care of David Meredith and did you ever live with her again?

A. Yes sir. I come back to help make a crop on the place. *I did not leave her in the care of David Meredith -*

Q. What kind of a deed did you make to Tom Vermillion and Scott?

A. I made just such a deed as was made to me by Collier, and was on the land book.

Q. Was that a quit-claim deed that you made them?

A. It was just such a deed as I ^{had} made to ~~them~~ ^{me}. ~~They~~
They paid me about 125 dollars.....

Q. Please state whether or not this ~~lease~~ deed was made from Collier to you before or since you first went to Ky?

A. It was made before I went to Ky.

Q. Isn't it a fact that you deserted your family and took ^{Seymour} Frank ~~Collier~~ with you and remained there several years?

Question objected to because irrelevant.

R. T. Irvine
Attorney for ~~xxxxxx~~ Defnt

A. I intended coming back again and did come back. She died over there.

Q. Please state whether or not you ever made a contract with David Meredith to lease your land?

A. No I made no contract with him.

Q. How is it then that you stated that he claimed under you.

A. I told him he could live there. There was no contract

(24)

with him.

Q. Did David Meredith ever pay you any rents?

A. No sir he never paid me any rents.

Q. Do you know then that he ever acknowledged your title as being good?

A. I didn't know that he ever did.

Q. Can you read or write?

Ax

A. No sir.

and further this deponent saith not

Claiborne ^{is} Meredith

Virginia, Scott County, to wit:

I, J. P. Fugate, a Justice in and for the said County in the State of Virginia, certify that the foregoing deposition of Thomas Wallen, John Martin, Isaac Wisely and Claiborne Meredith were taken, subscribed and sworn to before me at the time and place and for the purposes mentioned in the caption hereto annexed.

Given under my hand this the 18th day of October, 1892.

J. P. Fugate

Justice

*Time 8 hours at 75^{cts} per hour
Fee of J.P. \$6⁰⁰/_{xx} paid by
R. T. Irvine for defendants
J. P. Fugate*

To the Honorable
Senate
at
Washington

David M. Little

Filed Oct 18/82.

Under the
act of Congress
approved March
3rd 1878
and in compliance
with the provisions
of the act of
March 3rd 1878
I hereby certify
that the following
is a true and
correct copy of
the original
as the same
is on file in
the office of
the Secretary
of the Senate

David M. Little

The deposition of Elisha S. Baker and others taken before me J. B. Parish a Notary Public in and for the County of Scott and the State of Virginia on the 22 day of May 1893 at Duffield Scott County Virginia pursuant to agreement of Counsel and which when taken are intended to be read as evidence on behalf of David Meredith in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia in which David Meredith is plaintiff and D. C. Anderson et al are defendants.

E. S. Baker a witness of lawful age after first being duly sworn deposes and says:

Ques.

Please state whether or not you are acquainted with the parties in the above suit.

Ans.

Am acquainted with David Meredith but am not acquainted the other parties. I have known David Meredith ever since he was a small boy.

Ques.

Please state your age, residence and occupation.

Answer Am about sixty six years old live about

Three miles from Hafford and have
been farming all my life
Trust. Please state whether you are acquainted
with Elaborn Meredith, also
with the land now in controversy
between David Meredith and
D.C. Abraham et al

Answer Yes sir I have been acquainted with Elaborn
Meredith ever since I have been big enough
to know anything I have also known
the land ever since I have been big
enough to know anything about ^{lands} I
can recollect it when it was cleared

Trust. Please state who has claimed and
exercised ^{in controversy} control of this land
ever since you became acquainted
with it.

Answer I believe Mr H.S. Kane claimed the
lands and leased it to Elaborn Meredith
^{Elaborn} Meredith said he had leased the land
from Mr Kane he told me that
at my house many a time.

Trust. Please state whether, or not, you
ever had a conversation between
Elaborn Meredith and H.S. Kane
about this tract of land relative
to Elaborn Meredith paying me
an annuity? If so, please state

all you know about it.
 And I sat by and heard then Claborn Meredith and
 H. S. Kane talked over the ~~trade~~ Mr. Kane
 took a mail contract from Mr. C. Meredith
 which he had got as Mr. Kane could
 not get as he could not take the
 oath. Mr. Meredith owed Mr. Kane
 back rent for the land now occupied
 by Mr. Kane. Meredith Kane told Meredith
 that he would buy him ^{out} his back
 rent and give credit out
 of his rent which he ~~the said~~
 Claborn Meredith owed Mr.
 Kane. When they got this far
 in the settlement, the mail
 contract did not pay all
 the back rent due Kane from
 Meredith. Mr. Meredith then gave
 his note for the remainder of
 the back rent to be paid
 here afterwards from that
 time. This all occurred about seventeen or
 eighteen years ago.

Cross examined by R. T. Smith Atty
 for Deft

Question please state whether or not you know
 the boundary line now claimed by David
 Meredith and also the boundary lines of the
 A. J. Pendleton one hundred acres tract

in dispute in this suit

Answer No I do not know any thing about the boundary line I know nothing about the line

Quest Do you know the location of the county line between Lee & Scott Co with reference to these lands

Answer I don't know myself where the line runs there

Quest Do you know whether Henry Kane claimed farther than the Scott Co line or not

Answer I think he claimed on each side of the line Mr Kane said he ~~had~~ ^{claimed} land on each side of the line there

Quest Do you know by what authority Mr Kane claimed the land

Answer I do not know he said he claimed it on each side there is all I know about it

Question and further this deponent says to wit, ^{that} ~~in fact~~ ^{in fact} E. T. Baker W. H. Carter another witness of lawful age after first being duly sworn deposes and says:

Quest Please state your name, age, residence and occupation?

Ans. Name W. H. Carter, Age, 66, residence Scott County near Hortons Summit. occupation a farmer.

1
3
1
Inq:

Please state whether or not you are acquainted with the land now in controversy between David Meredith and D. G. Anderson et al; if so how long have you been acquainted with it?

Ans

I am acquainted with the land and have known it upward of forty years.

Inq:

Please state who has been in possession of this land and controlling it ever since you first became acquainted with it.

Ans.

Claborn Meredith was on the land for upward of forty years under a lease contract from H. S. Kane as I understand it. Claborn Meredith and H. S. Kane both told me that Meredith Claborn Meredith had leased the land from H. S. Kane. I think Meredith first went there on this land without any authority. Kane raised a racket with him and then went into a contract as I understand it. Meredith commenced

6
building and was stopped
by Kane till he went into a
Ceased Contract. Both Claborn
Meredith and H.S. Kane told me
so.

Quest. Please state what you know
about Claborn Meredith paying
H.S. Kane rent for this land
now in controversy.

Ans. ^{Claborn Meredith}
After the surrender ^{Henry S. Kane}
^{leading from Estillville to Stony Creek}
laid off a mail route, and
and H.S. Kane he having acted in the Rebellion
could not take the oath to carry the
name. I was a Justice of the peace
and fixed out the papers for them.
Henry Kane went upon the land
and made it good and took the
route and had the mail carried
on it. Kane told Meredith that
for his trouble he would
give him credit on his rent
he owed him. I did not know
anything about any settlement or
what he allowed him.

Quest. Who is now in ~~rent~~ possession of
this land about how long has
he occupied it.

Ans.

Ans.

David Meredith is in possession of it now and has ~~be~~ occupied it for 13 or 14 years. He first leased it a part on this side but rented of Kane the whole of it for a year; the same year or a short time after he bought from Kane the whole of it.

He has a contract ~~for same~~ made with Sarah Kane marked "E D" filed with depositions of David Meredith. Please state what you know about the line between Lee & Scott Counties near where this land is located.

Just.

Ans.

I never saw the line run, but it runs from the high pinnacle on Powell Mt. on the east side of the North Fork Clinch river, to a high pinnacle on the west side of ~~North~~ North Fork Clinch river back of the Meredith farm. I have seen the corner back of the Meredith farm. I got my information from Henry Kane when the County was laid off. He said he held from the line. The line between the Counties of Scott and Lee runs through the

lands of David Meredith and
leaves the biggest portion
of it in Lee County.

After David Meredith got possession
of this land he ^{a portion} rented it to his
mother and sister. I drew up the
writings between them. I still have
the writings somewhere yet. They
~~paid rent to David Meredith for~~
~~the use of this land~~ whether they
paid rent or not, I do not
know but do know it was a
rent contract

Cross examined by R T Inman Atty
for the Deft

Question Do you know the boundary ^{line} of land claimed
by Meredith and also the boundary line of
the W. J. Pendleton ^{hundred acre} tract in controversy in
this suit

Answer I never saw either of the boundaries
surveyed

Question Do you know any thing about the
cleared land if any inside of the
one hundred acre boundary

Answer I have been showed lines said to
be the lines of the W. J. Pendleton one
hundred acre tract and if they
were the correct lines there is several

Acres cleared inside of it the boundary
some of it has not been cleared any
long and to guess at it some of
it has been cleared some eight
or ten years

and further this department says
not Wm ^{thi} ~~st~~ ^{mark} Carter

John R. Ward another witness of
lawful age being duly sworn to
and says:

Quest. Please state whether or not, you are
acquainted with the lands now
in controversy between David
Meredith and D. C. Anderson & Co.
Ans. I am acquainted with them as
what is said to be the lands.

Quest. Please state whether or not, you
know the location of the line
between Lee & Scott Counties.

Ans. I saw them running the line.
I was working there at Mr. Meredith's
at the time. I saw them running
the line through the Meredith farm.

Quest. State what portions of old cleared
land is on the Lee County side.

Ans. All the old cleared land cleared by
old man Meredith is on the Lee County
side or it ~~was~~ ^{is} said old man Meredith
cleared it.

Quest. State what you know of the one hundred acres now in controversy.

Ans. I never saw any line run of the one hundred acre tract, but saw the bushes cut where they say is the line around it.

Quest. You heard and read made from Mallet Wood dated April 7, 1883 (pursuant to contract of Apr. 13, 1880) to David Meredith, please state whether said one hundred acres of land is included in this deed to David Meredith?

Ans. To the best of my knowledge, ^{the way} ~~the~~ the lines run it is and I ~~file~~ ^{hereby} to the said deed as part of my deposition ~~marked "E" & "H"~~ filed with deposition of David Meredith marked "F"

Quest. State how long David Meredith has been in possession of this land, ~~to your knowledge~~

Ans. Since about the year 1849 or 1850.

Quest. State whether or not David Meredith made the first improvement on this one hundred acre tract of land.

Ans. He did so far as I know. He was the first man ever made any improvement below where that line is said to be.

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Quest: Please state whether or not Labors
Meredith ever cleared any land
on ~~this side~~ Scott County side
this side the County line;

Ans. ^{David Meredith} ~~He~~ cleared some land ^{up to the} top of the Mountain
on the Scott County side running from
the top ^{toward north Fork Creek} ~~down~~ to the creek, I don't think
there is any land cleared on the Scott
side of this one hundred acres

Cross examined by R T Levin Atty for
the D of

Question Does any of the one hundred acre tract lie
on the Scott co side

Answer I don't think there is according to the
way the county line was shown to
me

Question Have you ever been around the
boundary lines of the land claimed by
David Meredith as set out in the deed
of Hance & Wood Commissioners to David
Meredith as referred to in deposition above

Answer I have been on the lines and have
seen some of the corners but I have
never traced the lines, that is ^{the corner are} said
to be Dave Meredith's corner.

Question Have you been to the water white oak
in a hollow on the East side of a branch
as described in said deed

Answer No I have never seen that corner that I know of

Question Have you seen the white oak & Elm at the foot of the ^{mountain's} as described in said deed

Answer No if I have I do not recollect it is ^{where}

Question Then as I understand you you do not know where these corners are nor the line's connection them

Answer I do not know whether the line I have been on connect these corners or not

Question How long is the spruce pine hollow referred to in said deed

Answer The spruce pines extend about one quarter of a mile but the hollow goes on I do not know where the line runs in it

Question Please state if you know on what part of the one hundred boundary the timber was cut by direction of D. C. Anderson, before he was appointed and how many trees was cut

Answer If I know where the proper location of the ^{lines of the} one hundred Acre is the timber that they should be cut by Mr Anderson is on the North East side of the boundary I do not know how many trees there were except that I heard David Meredith say

Question

there was thirty three trees cut
Please state how old you are

Answer

Am thirty five years old
and further this deponent
ought not. J R Ward
Jasper Adams another witness
of lawful age after being duly
sworn, deposes and says;

Trust;

Please state your age, residence
and occupation

Ans.

Am forty four years old reside in Scott
Post office Duffield am a farmer

Question

Please state whether or not you are acquainted
with the land now in controversy
between David Meredith and H C Anderson
& others

Answer

yes sir I am

Question

You have here read the deed made
by Vance & Wood to David Meredith
Please state whether that deed covers
the land now in controversy between
David Meredith & H. C. Anderson, and others.

Answer

It does according to the way I have
been shown I never helped run
it and I hereby refer to the ^{deed} deed
now on file marked A as part
of the deposition of David Meredith

Question

Please state whether or not you have

one been around this one hundred
acre boundary now in controversy

Answer I have

Question Please state whether David Meredith
is in possession now and how long
in possession and what act of
possession has he exercised of same

Answer He has been in possession since
eighteen hundred and eighty two 1882,
he has had men living on the land
since that time the possession has
been open notorious

Quest: Please state ^{who} was the owner of
this land and who was in possession
of it up to the time David Meredith
took possession of it?

Ans I do not know Hanes claimed it
I recored they owned it

Question To the best of your knowledge how
many acres under fence in this one
hundred acre tract

Ans I think there is about thirty acres
cross examined by R. F. Clavin, Atty
for Dft

Question What do you know about the
possession & claim of Claiborne
Meredith to this land - The 302 acre tract

Ans I have known him 21 years

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and he always said he had
a claim on it. He was living
on the land when I first
knew him 21 years ago. He
left awhile and staid away
as near as I can recollect
about four years. He then
came back and lived on
the part cleared down on the
mountain side at the 100
acre tract. He lived there about
two years, I think. He left
this place when he sold out
about 4 or 5 years ago to the
best of my recollection about
it. He sold out to Isaac
Vermillion & Wisely, so I un-
derstand. He didn't sell out
to Dave Meredith, from the
talk I heard.

Question

You say you have never been
around the lines of the tract
claimed by David Meredith,
please state now whether you
know where the water & white
oak in a hollow on the east side
of a branch is, as called for in
the deed to David Meredith.

Ans. I recollect the white oak. Mr Lumsford & others told me that was a corner. I don't recollect any water oak.

Question Do you know anything of the white oak stump at the foot of the mountain, called for in said deed?

Ans. No sir, I never saw these. I saw a stake there they said was a corner.

~~Question~~ ~~You say you have been around the line of the 100 acre tract,~~

Question please state whether ^{or not} you have traced along the line from the know the beginning corner of the 100 acre patent -

Ans. I helped Moeker & Gardner run out the land & we commenced on 2 spruce pines.

Question Does not the line from the 2 spruce pines to S 35° W. 80 p. to a poplar & birch cut through the cleared land spoken of by you down on the mountain side?

Ans. Yes, Sir

Question How many acres of land are cleared at this place?

Ans about ten acres

Question How much of this ten acres is inside of the line you run as before mentioned, i.e. in the 100 acre part?

Ans About 8 acres.

Question How was it cleared?

Ans John Josh Seymour cleared a part of it, in 1882 - I don't know who cleared the balance.

Question How much of the 30 acres that you say is under fence down on the mountain side is inside of that line you ran, i.e. inside of the 100 acre tract?

Ans. I guess it cut it all but about 3 acres. The fence takes in a lot of woodland beside the cleared part.

Question How long has that fence been built?

Ans About six years to the best of my knowledge.

Question Examined by J. D. Bartlett, J. P. Do you know that Claborn Meredith had any title at all

to this one hundred acres?
 No Sir, I don't know.

Ques.
 Must:

Do you, or not, know that
 Cleburn Meredith did not
 claim ^{the land} under David Meredith?

Ans.
 Must:

Not that I know of
 You speak of Josh Seymour in
 1882 clearing land on this one hundred
 acre tract under whose authority
 did he do this clearing?

Ans.

Under David Meredith he told me
 and further this deponent
 says he met ^{his} Jasper Edens
 now

Catherine Meredith a witness of lawful
 age after being duly sworn, deposes
 and says:

Must

Ans

State your age and residence
 about 49 years old, I live on
 David Meredith my brother's
 land in Lee County, Va.

Ques.

Are you acquainted with this
 land now in controversy between
 David Meredith and I believe ^{between} ~~between~~
 I am

Ans.

Must

Please state whether or not
 you know of Cleburn Meredith

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paying rent to N.S. Kane on this
for the use of this land in
Controversy.

Ans. Q As he paid rent on it.

Quest: Please state whether or not you
know of his property ever being
levied on for rent.

Ans. Yes sir. every thing my mother
and myself owned was levied
on by Kane to pay Claborn
Meredith rents for the use of this
land, we got David Meredith to
pay it off for us.

Quest: Please state what you know about
Claborn Meredith going to Kentucky

Ans. He took Frank Seymour and
was forced on going on six
years. When he came back
him and my mother who was
his wife never lived together
as man and wife any more.

Quest: Please state how long David
Meredith has been in possession
of this one hundred acre tract of
land in Controversy?

Ans. He has been in possession
of it going on 13 years

Quest. Please state whether or not
you and your mother would
rent to David Meredith?

Ans. We did. He has in writing.
We rented from him

was examined by R. T. Linn

Question Did you rent or live on any land
inside the 100 acre tract?

Ans We lived on this land for 5 or 6
years before my mother died
which was about six years ago.
Josh Seymour & Bill Seymour
lived there & made ~~4 or 5~~ crops. I am
~~not certain whether it was that~~
~~long or not~~ a crop is left & me
& my mother moved there after
he left. We made three crops there
before she died & then I staid
on still the next spring following
Clairborne Meredith would come
there & slept in the stable loft.
After my mother died he lived
in the house till he sold out to
Miley & Scott. I don't what year
I left there. It hasn't been more
than three years since I moved
out & my father is
and ~~perhaps this~~ dependent
anyth not

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And further this
Apparent says that
Catherine Meredith
may

Virginia Scott County Court
J. C. Parrish a notary public
in and for the county aforesaid
in the state of Virginia certifies
that the foregoing depositions
of E. T. Baker, W. H. Carter, Jasper
Edens John Ward & Katherine
Meredith were taken subscribed
& sworn to before me at the time
& place & for the purposes men-
tioned in the caption hereto
annexed. Given under my
hand this 22nd day of May
1893 -

J. C. Parrish, N. P.

See Notary Public to books	\$4.50 pd
E. T. Baker wit one day	.50 pd
W. H. Carter " " "	.50
Jasper Edens " " "	.50 pd
Catherine Meredith " " "	.50 pd
John Ward " " "	.50 pd

The deposition of U. J. Rendleton taken before me J. C. Parrish, a notary public in and for the County of Scott and State of Virginia at Duffield Va in said County, on May 12th 1894 to be read as evidence in the suit in Chancery now pending in the Circuit Court of Lee County Va wherein David Merdith is plaintiff and R. C. Anderson and ~~what~~ other are defendants, to be read in behalf of defendants. This deposition is taken without notice & by agreement

Present David Merdith, the plaintiff & Jos D Carter, his attorney, and R. J. Davis attorney for the defendants.

A. J. Rendleton a witness of lawful age being first duly sworn, deposes as follows:

Q. 1. Please state your name, age, occupation & place of residence -

Ans Name A. J. Rendleton age will be 62 years old next Sept. - occupation has been merchant, but for about two years I have been a farmer - place of residence Rye Cove, Scott Co, Va

Q.2. Am you the U. J. Pendleton referred to in various papers in this cause to whom the patent for 100 acres was issued?

Ans I am

Q.3. Please state the circumstances of your getting that patent, and what connection, if any, Henry D. Kane had with this land?

Ans I laid a warrant on the land because I thought it was vacant land and because it joined my Father's land and my Father told me if he sold his land I could sell ^{this tract} if I wanted to if not I could keep it I was living then with my Father John Pendleton at that time. his fence run close to the line we cut some wood and rail timber off of it. I supposed Henry D. Kane claimed the Mountain land but I didnt think myself that he had any right to it and I heard others say that he didnt in a short time afterwards I met up with H. D. Kane he told me that I had laid a warrant on some

of his land I told him that I didn't
suppose that it was his that other people
said it wasn't his but it was vacant
land he said he was on his way to
court that he would ~~see me~~ or
file a plea against ~~me~~ ^{my plot} ~~at Washington~~ ^{Richmond}
that I would not get any patent
for it I told him to sue and he
saw I didn't care how quick he never
sued nor filed any plea if he filed any
plea it said there and didn't do any good
after I got the patent I sent it to
Jonesville by S. W. Pendleton to be
recorded and sent the money to pay
the recording fee by him and the
clerk sent the patent and the money
back and said there was no use in
having it recorded that it was as good
a recorded as I need want

Question 4 State whether or not you continued to
claim the land as your own and ~~express~~ ^{possession}
~~ownership~~ over it

Answer yes in it was never sold or signed
away by me until Isaac Wisely sold
it to Wm D. Jones for me

Ques 5 Please state whether or not you ever sold or contracted to sell any interest in this land to G. M. Wilson

Ans No sir I did not

Ques 6 Please state whether or not if this land in the Ruben McCully survey.

Ans No sir I don't think it was from what I can find out I am not much acquainted with those surveys in there examined by the plaintiff.

Quest: 7 Who made this survey of this 100 acres you claim to have patented?

Ans Van Bailey

Quest 8 In what year

Ans I believe in the year of 1864 some where along in the fifties

Ques 9 What was it

Ans I don't recollect the exact number

Quest 10 What was your age at the time you made this entry

Ans I was about twenty two years old

Quest 11 Where did G. M. Wilson live at that time

Ans I think he lived in Tennessee

Ques 12 What ^{act} of ownership and possession have you exercised on this land since you claimed you patented it to the time you conveyed it to W. H. Jones

Ans I claimed it as my own land until I

64
sold it to W. D. Jones

Ques 13 What visible act of ownership did you exercise

Answer I chopped wood and some rail timber on it and stock ranged on it

Ques 14 Did you put your stock on this range especially because you laid claim to this 100 acres of land

Ans I turned stock on it because I thought I had a right to do it and it was good range better there than on the other side. I bought cattle and turned on it and sold some to Col Richmond father of J. B. Richmond

Ques 15 Is it not a fact that before you laid claim to this 100 acres all the mountain around there including the 100 acres was a free range to ever body

Answer It was

Ques 16 How many years has it been since you ranged stock in the mountain on this 100 acres and cut fire wood and cut rails on it

Answer About fifty four to fifty six up to the war about thirty two years ago the war came up and stopped ever this

Ques 17 Since that time how far have you lived from this one hundred acres

Answer About ten miles

Ques 18 What acts of avership and possession have you exercised over this one hundred acres within the last thirty two years except just claim it
Answer I just claimed it because I believe it was a good patent that I thought it would come it at some time

Ques 19 Then your claim was not open and notorious to every body

Answer my claim was ~~open to every body in the neighborhood~~ and patent was known to nearly some body in the neighborhood I didnt care ^{at the} to keep it a secret

Ques 20 How many of your tax receipts have you with you showing that you have paid the tax on this one hundred acres from the time you patented it till you sold it to W. D. Jones

Answer I havent any I have never paid any tax on it because it was never put on the land book and I didnt know what to pay taxes on & sent it there to be recorded so as to know what to pay tax on but the Clerk sent it back without being recorded

Ques 21 About how many years has it been since you sent it to have it recorded

Answer It was ^{not} very long after I got the patent until I sent it to ~~be~~ recorded

Ques 22, Tell Mr Pendleton since you obtained this patent you neith have had it recorded put on the land books the No of acres ^{where} it is all nor paid any tax on it have you
Answer No sir I have not

Ques 23 Is it not a fact that you know of David Meredith and those under who he claims title have been in possession of this land exercising ownership and possession openly and notoriously for many years

Answer I didnt know any thing of it until I had sold it to W.D. Jones and then I heard that Meredith had put a cabin on it.

Ques 24 ~~may~~ state whether or not you know any thing of an assignment from John Pendleton and W.M. Wilson to H. S. ~~King~~ of the survey of this one hundred acres

Answer No sir I do not if ever ^{there was} any thing ^{of that} I know nothing about it

Ques 25 Could ^{not} such an assignment be made and you know nothing about it

Answer Yes sir they could sold away Scott County and you know nothing about it

Ques 26 What was the number of your survey

Answer I dont recollect
redacted examination

Ques 1 Please state the circumstances on you get this survey made

Answer My recollection is that I saw Baley at Jonesville
court and I got him to come out and make
the survey for me

Ques 2 Do you know of him having made any survey
of this land for any one else.

Answer No sir I do not

Ques 3 Please state what acts of ownership ^{act} W. D. Jones
expressed over this land after he bought it
it from you

Answer My understanding was that there was some
timber being cut and Jones noticed them
not to move it off

(Exception) This answer is excepted to because
hearsay. Dated

Ques 4 who did you understand was trying to move
this timber

Answer I understood that David Meredith had sold it
and that W. D. Jones noticed them not to
move it off

This answer is excepted to because
it is hearsay evidence.

And further Depoent said that
~~was examined by Plaintiff~~ A. J. Pendleton
Virginia Scott County Court;

I J. C. Parish, a Notary public in & for
the county aforesaid in the State of
Va certify that the foregoing deposition
of A. J. Pendleton was taken, subscribed

and sworn to before me at
the time & place & for the pur-
poses mentioned in the caption
hereto annexed. Given under
my hand this the 12th day
of May 1894 -

J. C. Parish, N. P.

Thus

A. J. Pendleton Witness

J. C. Parish N. P. time taking 3 hours @ 75¢

50¢

2,250

Received of R. T. Irvine atty for the 10th 2,450

two and 2500 dollars

J. C. Parish N. P.

May 12 1894

David Meredith

Deposition
of
A. J. Rudleton

D. C. Anderson clerk

Received under seal
from the notary before
whom filed taken
& filed this May

1894

Received by mail in good
condition and filed May
the 16th 1894

A. B. Munsey

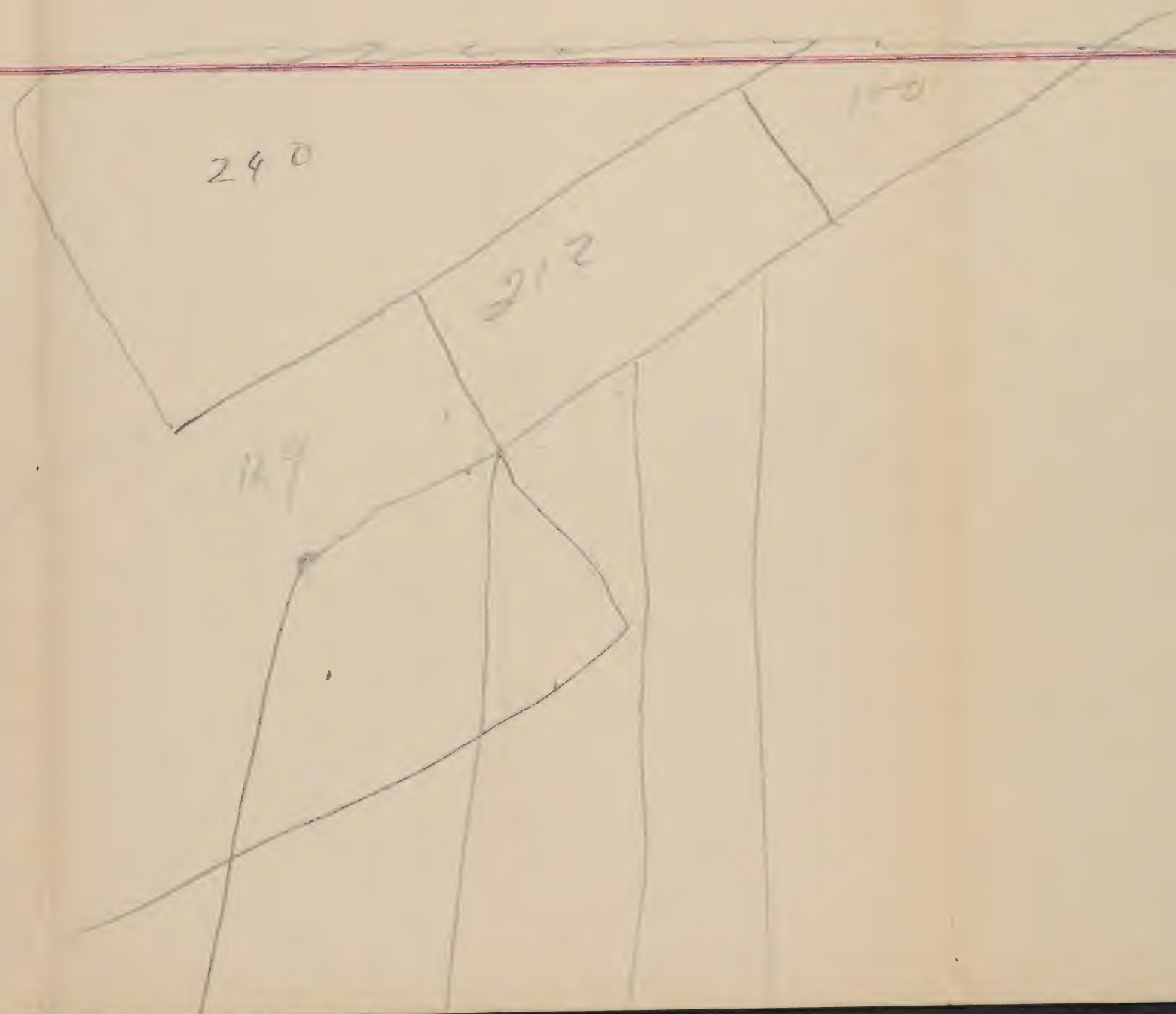
Lefts Seco Clerk

Left of Depo

Virginia

I, J. A. Syatt, Clerk Lee Circuit
Court, do hereby certify
that A. L. Fenderson personally
appeared before me
on 25th day April 1892 and
made oath in due form
that Wm McGeorge Jr. Defendant
in Chancery Cause of David
Morris vs D. L. Fenderson et
al was a non resident of
this State, upon which affi-
davit order Pub was made. Given
under my hand this June 10th 1892
J. A. Syatt C

Clerks
Adjutant
June 15 1842



Name	(1)	Acres	Date	Exchange No. Warrant	No. of old warrant
James Taylor ap ^{ee} of John W. Kitters		20000	19 Dec 1832	7629	1096

Land taken up on this Warrant is as follows

800 Acres for Can Bailey S^{ee} ap^{ee} J. W. Young, Lee Co. Mar 13, 1854

198	"	John Jones	"	"	"
2000	"	M ^{rs} Camus & Loring & Taylor	"	"	ap ^{ee} 3. 1854
164	"	Ira Riddle	"	"	" 29. "
176	"	Isaac Willis	"	"	" " "
340	"	M ^{rs} Hobbs	"	"	Aug 4. 1858
1150	"	Elknoch Flanary S ^{ee}	"	"	" 27. 1858
270	"	D W Wells ap ^{ee}	"	"	Mar 6. "
50	"	Geo Huff	"	"	" " "
300	"	Geo Kelly	"	"	" " "
200	"	Albin Whisman	"	"	" " "
23	"	Jas Crabtree	"	"	June 8 "
47	"	Geo Mullins	"	"	" " "
50	"	Solomon Osburn	"	"	" " "
54	"	M Roberts	"	"	Dec 18 "
40	"	Jas Shepherd	"	"	" " "
37	"	O. G. Collier	"	"	" " "
22	"	Dale Carter	"	"	Dec 21. "
6716	"	" " "	"	"	" " "
1970	"	" " "	"	"	" " "
100	"	A J Pendleton	"	"	Feb 9. 1856
67	"	A. J. Mills.	"	"	" 22. "
76	"	" " "	"	"	" " "
100	"	M ^{rs} Boggs	"	"	" " "
56	"	D. Boggs	Refuse	"	" " "
15	"	E. Isam	"	"	" " "
47	"	Can Bailey S ^{ee}	"	"	Mar 3 "
400	"	Sam & Jas Graham	"	"	" 24. 1857
143	"	John Creech	"	"	" " "

5663

14,592

26. Acus	for <u>Mr</u> D Woodson.	Lee Co.	Dec 17 th 1857
25 "	" Francis Bishop	" "	" " "
37 "	" Isaac Thompson	" "	" " "
37 "	" Solomon Wells	" "	" 18 "
36 "	" <u>Mr</u> Silvert	" "	Apr 23. 1858
64 "	" <u>Mr</u> Boggs	" "	Feb 23. 1859.
37 "	" Solomon Wells	" "	" " "
30 "	" J. B. Cooper & J Baker	Wise "	June 20. "
29 "	" Dan ^d . S. Dickerson.	" "	Dec. 20. "
272 "	" Mrs Jones	" "	July 21. 1860.
28 "	" " "	" "	" " "
50 "	" Cha ^d Blair	" "	" 25. "
70 "	" Aud ^w J Wells	" "	" " "
20 "	" Elias Blascoe	Lee "	Aug 27. "
60 "	" Jos Ely	" "	Mar 21. /61.
27 "	" " "	" "	" " "
X 50 "	" David Steadham	Wise "	May 26. 1862 ^X
50 "	" David Boggs	" "	Dec. 1. "
30 "	" " "	" "	" " "
36 "	" Isaac Isam	Lee "	Mar 6. 1863.
X Returned mch 1874 ^X			
75 "	" Joshua Justice		- 1880

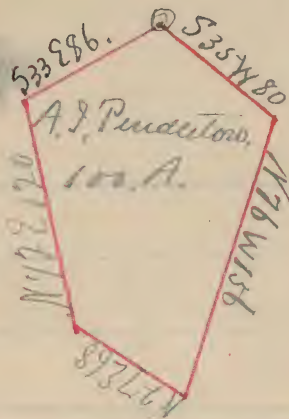
Land Office Richmond, Va.
 I hereby certify that the foregoing is a
 true copy from the Records of
 this Office. Witness my hand and seal
 of Office this 18th October 1897.

W. K. Gaines
 Register of Land Office.

"Anderson Ex No 1"
Filed Mar. 4th 1893
with deposition of
D.C. Anderson in
the cause of
David Meredith
vs $\frac{1}{2}$ the Chaucy & Lee Co
 $\frac{1}{2}$ est.
D.C. Anderson & Co

S. C. Berryman

Notary public



December 9th 1854. I have
 Surveyed by virtue of Vir-
 ginia Land Office Exchange
 Measuring Warrant N^o 2679.
 dated 19th Dec 1837. for An-

drew J Pudleton. of $\frac{1}{2}$ of Carr Bailey
 of $\frac{1}{2}$ 100 acres of Land in Lee County
 on Powell's mountain. Beginning at
 2 Spruce pines near a small branch
 corner to John Pudleton's land, thence
 S35°W80p^o to a poplar & birch, N76°
 W156p^o to a stake, N27°E68p^o passing
 a double maple marked as a corner
 at 46p^o to a hickory & maple & Gum corner
 to said John Pudleton's land & with lines
 thence of N72°E120p^o to a cucumber
 and birch, thence S33°E86p^o to the
 beginning.

Carr Bailey S. L. Co.

I certify that the Warrant upon which this Survey
 is founded is in this Office & that the Survey was
 made within 2 years from the date of the entry.

from the
 Original Survey on file
 in this Office

Carr Bailey S. L. Co.

Land Office Richmond Va.

I hereby certify that the foregoing is a true
 Copy from the "Original Survey" on file
 in this Office. Witness my hand & seal of Office.
 this 18th October 1892.

W. R. Gaines.

Register Land Office.

2
"Anderson Exhibit No 2"
Filed March 4th 1893
with deposition of D.C.
Anderson in the cause
of David Meredith
vs $\frac{1}{2}$ In Chy $\frac{2}{3}$ Lee Cir. Court

D.C. Anderson et al

A. C. Bagnall

Notary Public

This deed made this 27th day of
August 1887 by and between A. J.
Penellton and Sarah Penellton
his wife of the first part, and
W. D. Jones of Philadelphia of the
second part, Witnesseth that for
and in consideration of the sum
of six hundred dollars (\$600.00)
paid and to be paid as follows.
viz: Two hundred dollars (\$200.00)
cash in hand, paid to said parties
of the first part the receipt of
which is hereby acknowledged
and the remainder to be paid
in one year with interest from
date, for which said second party
has executed his note of even
date herewith and for the de-
payment of which a lien is
hereby retained, on the property
hereinafter described, said par-
ties of the first part hereby grant
sell and convey to the party of the
second part a tract or parcel of
land in Lee County Virginia
on Cornells Mountain and bound
as follows viz: Beginning
at two Spruce firs near a

small branch corner to John
Penoldton's land, thence S 35° W 80
poles to a poplar and birch 76
W 156 poles to a stake & 27 E 68
poles crossing a double maple
marked, as a corner at 46 poles
to a hickory maple and gum
corner to said John Penoldton's land
and with the lines thereof & 72° E
120 poles to a cucumber and birch,
thence S 33° E 86 poles to the beginning
running with all the appurtenances
thereto belonging, it being the land
granted to said A. J. Penoldton by
the Commonwealth of Virginia
by patent dated September 10th
1836. And parties of the first
part warrant specially said land
to said second party and cove-
nant that they have the right
to survey the same, that they
have done no act to encumber
it, and that the said second
party shall have force
thereof, Witness the following
signatures and seals this day
and year above written

A. J. Penoldton Secy
Sarah Penoldton Secy

State of Virginia County of Scott
I, James P. Carter Notary Public
for the county aforesaid, in the
State of Virginia do certify
That A. J. Pendleton whose name
is signed to the within writing
bearing date on the 29th day of
August 1887 has acknowledged
the same before me in my
county aforesaid, in and un-
der my hand this 29th day
of August 1887.

James P. Carter N.P.
State of Virginia County of Scott.
To wit I, J. P. Carter Notary
Public for the County of Scott
in the State of Virginia do
certify that Sarah Pendleton
the wife of A. J. Pendleton whose
names are signed to the
within writing bearing date
on the 29th day of August 1887
personally appeared before
me in the county aforesaid,
and being examined by me
privately and apart from her
husband and having the writ-
ing aforesaid fully explained

to her she the said, Sarah
Pendleton acknowledged the
said, writing to her her act
and declared that she had,
willingly executed the same
and does not wish to retract
it. Given under my hand
this 29th day of August 1887.

James P. Carter & P.
Virginia Lee County Court Clerk's
office Dec 13th 1888.

The foregoing deed bearing
date August 29th 1887 between
Wm. Pendleton & Sarah his wife
of Scott County Virginia, of
the first part and Wm. D. Jones
of the city of Philadelphia
Pa of the second part, was
filed in this office Oct 3rd 1887.
and is on this 13th day of Dec.
1888 admitted to record upon
the certificate of Jas P. Carter a
Notary Public for Scott County
Virginia.

Test John R. Gibson
Clerk.

Virginia Lee County Court.

J. R. Gibson clerk of

of Lee County Court do certify
that the foregoing deed is a
correct copy as appears of record
in my office. This Sept 26" 1892
John R. Gibson Clerk

W. D. Jones
Ex. Copy Deed

Lt. J. Pendleton

Deed Book 23

P. 431.

"Anderson Exhibit No 3."

Filed with deposition
of D. C. Anderson March
4th 1893, in the cause
of David Meredith

vs $\frac{2}{3}$ by $\frac{2}{3}$ Lee Civ. Court

D. C. Anderson et al

A. C. Berryman

Notary Public

This Deed, made this twenty second day
of January in the year of our Lord one
thousand, eight hundred and eighty nine
1889, between Wm. D. Jones of the City of
Philadelphia State of Pennsylvania
gentleman and Catherine D. his wife
of the one part, and John M. Bailey
of the City of Bristol State of Tennessee
of the other part, Witnesseth that
the said Wm. D. Jones and Catherine D.
his wife for and in consideration of
the sum of ~~Two~~ thousand, dollars
lawful money of the United States of
America unto them well and truly
paid, by the said John M. Bailey
at and before the enacting and
delivery thereof, the receipt whereof
is hereby acknowledged do grant
unto the said John M. Bailey his
heirs and assigns, All the one full &
equal undivided moiety or half
part of three undivided fourths
part, of in and to all that certain
tract or parcel of land lying and
being in the County State of Virginia
on the South side of Wallace's Ridge
and North side of Powell's Mountain
containing about Three hundred

fifty be the same more or less, and
bounded, as follows from the beginning
at two chestnut oaks on top of Wooten's
ridge corner of Jonathan M. Hyatt's land
thence along the top of said ridge as
it meanders westwardly one hundred
and ~~forty~~⁵⁰ poles to three chestnut
oaks and a hickory among rocks corner
to G. M. Young's land, and with said
Young's line due south four hundred
and fifty two poles to a stake on the
original line on the north side of Powers
Mountain and with said line north
forty nine degrees east to a stake
a corner to said Hyatt's land and with
his line due north four hundred and
forty six poles to the beginning being
the same tract or parcel of land,
which William Bailey et al by deed
bearing date the twenty sixth day
of April A.D. 1867 and recorded in
the office for recording deeds &c in
and for the county of Lee in Deed Book
No 22 page 286 was granted and con-
veyed unto the William D. Jones in
fee.

Also the one half equal undivided
moiety or half parts in and to all

That certain tract or parcel of land
situate in Lee county aforesaid, on Pa-
ralls Mountain and bounded, as follows
viz: Beginning at two spruce firs near
a small branch corner to John Pendle-
ton's land, thence south thirty five or
degrees West eighty foles to a poplar
and birch, North seventy six degrees
West one hundred and fifty four
foles to a stake North twenty seven
degrees East sixty eight foles crossing
a double maple marked, as a corner
at forty six foles to hickory maple
and gum corner to said John Pen-
dleton's land, and with the lines
thereof, North twenty two degrees
East one hundred and twenty foles
to a cucumber and birch, thence
south thirty three degrees East eighty
six foles to the Beginning with all
the appurtenances thereto belonging
Being the same tract or parcel of
land which A. J. Pendleton and
Sarah his wife by deed bearing
date the twenty ninth day of August
A.D. 1887, and recorded as aforesaid
in Deed Book 23 page 430 granted and
conveyed unto the said William Jones in fee

Together with the appurtenances,

To have and to hold, the said tracts or parcels of land hereditaments and premises hereby granted or mentioned and intended as to be with the appurtenances unto the said John M. Bailey his heirs and assigns and to and for the only proper use and behoof of the said John M. Bailey his heirs and assigns forever, with the express agreement on the part of the said Wm D. Jones that all deferred payments of purchase money owing by him upon any of said tracts of land shall be made by said Wm D. Jones and that said John M. Bailey shall be indemnified from any suit accountings attorney's fees &c for or by reason thereof and the said Wm D. Jones hereby covenants that he will warrant specially the premises hereby conveyed and that he will execute such further assurances as may be requisite.

Witness the following signatures and seals,

Wm D Jones Seal

Catharine B. Jones Seal

Sealed and Delivered in presence of.

W. W. McGeorge as a notary
Lease Elwell

State of Pennsylvania
County of Philadelphia } ss.

I Isaac Elwell a Notary
Public for the Commonwealth of
Pennsylvania, residing in the
City of Philadelphia do certify
that Wm D Jones and Catherine
B. his wife whose names are
signed to the foregoing deed bear-
ing date on the twenty second day
of January A.D. 1889 have acknow-
ledged the same before me in my
County aforesaid.

Given under my hand and
Notarial seal the twenty second day
of January A.D. 1889

Isaac Elwell.
Notary Public.

Virginia Lee county clerk's
office April 25th 1889. The foregoing
deed bearing date January 22nd
1889 between Wm D Jones and wife
of Phila. of the one part. and, John
M. Bailey of Bristol Tennessee
of the other part was this day
filed in this office and

and admitted to record upon
the foregoing certificate
Teste John R. Gibson Clerk
Virginia Lee County Court.

I, John R. Gibson Clerk of Lee
County Court in the State aforesaid
do certify that the foregoing is an
abstract copy as appears of records
in my office. Given under my
hand this Sept. 20th Monday 1892
John R. Gibson Clerk

J. M. Bailey
J. L. Smith copy
San Jose, Cal.

W. D. Jones

David Smith

Page 398

"Anderson Exhibit No. 4"

Filed Mar 4th 1893
with deposition of
D. C. Anderson in the
Cause of
David Meredith

vs { In ch, { Lee Cir. Court
}

D. C. Anderson et al

J. C. Benjamin
Notary Public



This Deed made this 22nd day of June in
the year of our Lord one thousand eight
hundred and eighty nine (1889) Between
John M. Bailey of Goodson, County of Wash-
ington and State of Virginia Gentlemen
and Phileas J. his wife of the one part
and Josiah H. Mann of the City of Ham-
chester State of New Hampshire of the
other part, Witnesseth that the said
John M. Bailey and Phileas J. his wife
for and in consideration of the sum
of Two thousand dollars, lawful money
of the United States of America unto
them well and truly paid by the said
Josiah H. Mann. at or before the execution
and delivery hereof the receipt whereof
is hereby acknowledged do grant unto
the said Josiah H. Mann his heirs
and assigns one full equal un-
divided moiety or half part of in
and to all that certain tract or
parcel of land situate in Lee County
aforesaid on Powell's Mountain
and bounded as follows viz:
Beginning at two spruce pines
near a small branch owner to
John Penallens land thence
south twenty five degrees west

eighty poles to a poplar and birch
North seventy six degrees west one
hundred and fifty four poles to a
stake North twenty east sixty poles
crossing a double maple marked
as a corner at forty six poles to a
birch, maple and gum corner
to said John Penolton land and
with the lines that of North seventy
two degrees east one hundred
and twenty poles to a cucumber
and birch, thence South thirty
three degrees east eighty six
poles to the Beginning with
all the appurtenances thereto
belonging being the same tract
or parcel of land which J. Pen-
olton and Sarah his wife by
deed bearing date the twenty
ninth day of August A.D. 1887,
and recorded as aforesaid Deed
Book 33 Page 431 granted and
conveyed to William D. Jones in fee.

Together with the appurtenances to
have and to hold the said tracts
or parcels of land hereditaments
and premises hereby granted or
mentioned and intended to be

with the appurtenances unto the
said Josiah H. Mann his heirs and
assigns and to and for the only
proper use and behoof of the said
Josiah H. Mann his heirs and as-
signs forever being the same
tracts or parcels of land which
William D. Jones and Catharine B. his
wife by deed bearing date the
twenty second day of January eight-
een hundred and eighty nine and
recorded in deed book 24 page
39. 40 and 41 Lee County Virginia
granted and conveyed unto the
said John M. Bailey,

And the said John M. Bailey hereby
covenants that he will warrant
specially the premises hereby con-
veyed and that he will execute
such further assurances as
may be requisite, witness
the following signatures and
seals

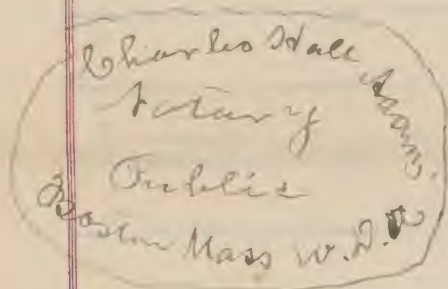
John M. Bailey 
Chas. J. Bailey 

Sealed and delivered
in the presence of
S. W. Frawbridge }

State of Massachusetts.
County of Suffolk ss.

I, Charles Hall Adams a Notary Public for the County of Suffolk residing in the City of Boston do hereby certify that John M. Bailey whose name is signed to the foregoing deed bearing date on the Twenty second day of June A.D. 1889 has acknowledged the same before me in my county aforesaid before and under my hand and Notarial Seal this 22nd day of June A.D. 1889.

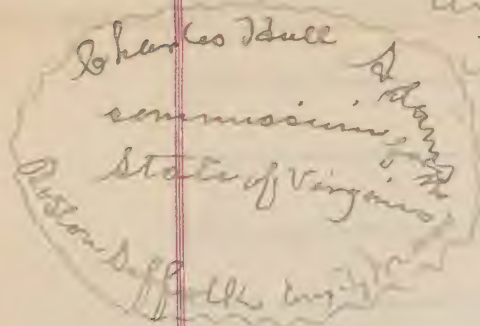
Charles Hall Adams
Notary Public



State of Massachusetts.
County of Suffolk ss.

I, Charles Hall Adams a Commissioner now appointed by the Governor of the State of Virginia for the State of Massachusetts certify that Phoebe J. Bailey the wife of John M. Bailey whose names are signed to the within writing bearing date the twenty second day of June

At D 1889. personally appeared before
me in my state aforesaid and,
being examined by me privately
and apart from her husband
and having the writing aforesaid
fully explained to her she the said
Phoebe J. Bailey acknowledged the
said writing to be her act and
declared that she had willingly
executed the same and does not
wish to retract it. Witness under
my hand and seal official this
twenty second day of June
A.D. 1889.



Chas. Hall Adams Commissioner
for the State of Virginia

Virginia Lee County Court Clerk's office.
June 28th 1889. The foregoing deed
bearing date June 22nd 1889, between
John M. Bailey & Phoebe J. his wife
of Washington Virginia of the one
part, and Josiah H. Mann of the
City of Manchester State of New
Hampshire of the other part was
this day received in this office
and together with the certificate
of John Hall Adams a Notary
Public for Suffolk County
Massachusetts and Commissioner
for the State of Virginia, admitted
to record.

Test John R. Wilson Clerk.
Virginia, Lee County to wit.

I, John R. Wilson Clerk of Lee
County Court in the State aforesaid
do certify that the foregoing
is a true abstract copy from the
records in my office.

Given under my hand this Sept
26th 1889.

John R. Wilson Clerk

J. H. Mann
J. H. Mann
J. H. Mann
J. M. Bailey et al
Deed Book
24 P. 14674.

"Anderson Exhibit No 5"
Filed Mar 4th 1893
with deposition of
D. C. Anderson in the
cause of
David Meredith
vs { Du chy { Lu Civ. Court
D. C. Anderson et al
J. C. Benjamin
Notary Public

Know all men by these presents,
That this deed made this nineteenth
day of December A.D. 1889 between
Josiah H. Mann of Manchester, county of
Hillsborough and State of New
Hampshire and Emily A. Mann
his wife parties of the first part
and William McGeorge Jr. of the
City of Philadelphia State of Penn-
sylvania, party of the second part,
Witnesseth, that the said parties
of the first part for and in
consideration of the sum of ten
thousand dollars lawful money
of the United States of America
unto them well and truly paid
by the said McGeorge Jr. at or
before the enrolling and deliv-
ing hereof. The receipt of which
is hereby acknowledged do
grant unto the said McGeorge
Jr. his heirs and assigns ~~the~~
in full equal undivided moiety
or half part of in and to all that
certain tract or parcel of land
situated in Lee County aforesaid
on Powell's Mountain and bound-
ed as follows viz: Beginning

at two spruce firs near a
small branch corner to John
Pendletons land thence South
thirty five degrees West eighty
poles to a poplar and birch North
seventy six degrees West one hun-
dred and fifty four poles to a
stake North twenty seven degrees
East sixty eight poles crossing
a double maple marked as a corner
at forty six poles to a hickory,
maple and gum, corner to said
John Pendletons land, and with
the lines thereof North seventy
two degrees East one hundred
and twenty poles to a cucumber
and birch, thence South thirty
three degrees East eighty six poles
to the beginning with all the ap-
partenances thereto belonging
with all the appurtenances thereto
belonging being the same tract
or parcel of land which A. J.
Pendleton and Sarah his wife
by deed bearing date the twenty
first in the day of August A.D.
1887, and recorded as aforesaid
in deed Book No 20 Page 42

granted and conveyed unto
William D. Jones in fee.

To have and to hold the said
tracts or parcels of land heredit-
aments and premises hereby
granted or mentioned and inten-
ded so to be with the afore-
mentioned unto the said McGeorge
his heirs and assigns, and
to and for the only proper use
and behoof of the said McGeorge
his heirs and assigns forever
having the same tracts or parcels
of land which John M. Bailey
and Phoebe J. his wife by deed
bearing date the twenty second
day of June eighteen hundred
eighty nine and recorded in
deed Book 24 Page 146 Lee County
Virginia granted and conveyed
unto the said Josiah H. Mann
Witness the following signatures
and seals

Josiah H. Mann seal
Emily H. Mann seal

Sealed and delivered of
L. A. Parker

State of New Hampshire.
County of Hillsborough }

I, Fred A. Burke a Notary
Public for the county of Hillsbor-
ough residing in the City of Manchester
do certify that Josiah H. Mann
and Emily A. Mann. his wife whose
names are signed to the foregoing
deed bearing date of the thir-
teenth day of December A.D. 1889.
have acknowledged the same before
me in my county aforesaid.

Given under my hand
and Notarial seal this 21st
day of December A.D. 1889
Fred A. Burke
Notary Public.

Fred A. Burke
Notary
Public
New Hampshire

State of New Hampshire,
County of Hillsborough }

I, Fred A. Burke a Notary Public
in and for county of Hillsborough do
certify that Emily A. Mann the wife of
Josiah H. Mann whose names are signed
to the within writing bearing date Decem-
ber 19th 1889 personally appeared before
me in said county and state and being
examined by me privately and apart
from her husband, and showing the

writing aforesaid fully explained
to her, she, the said Emily A. Mason
acknowledged the said writing to be
her act and declared she had
willingly executed the same and
does not wish to retract it.

Witness under my hand and
official seal this 1st day of
December 20, 1889.

For A. Bunker
Notary
Public
in
the State of Virginia

For A. Bunker
Notary Public

State of Virginia County of Lee to wit:
In the office of the clerk for
the said county the 27th day of
December 1889. This deed was pre-
sented and with the certificate
annexed, admitted to recording
at 7 O'clock P. M. day

Teste J. M. R. Gibson clk.
Virginia Lee County to wit:

I J. R. Gibson clerk of the Lee
County in the State aforesaid do
certify that the foregoing is
an extract copy from the records
of my office this Sept 26 1892
J. R. Gibson clerk

Wm McEwing Jr
{ First copy
{ second

J. H. Thorne. V. S.
The edg. Deed
Book 28 P. 130

"Anderson Exhibit No 6"

Filed Mar 4th 1843
with deposition of
D.C. Anderson in the
cause of

David Meredith

vs { In chy { Lee Cir. Court

D.C. Anderson et al

J. C. Berry

Notary Public

This deed made this 21st day of
February in the year of our Lord
one thousand eight hundred
and ninety (1890) Between
William D. Jones of the City of
Philadelphia State of Pennsylvania
Gentleman and Catherine
D. his wife of the one part and
S. Lawrence French of the City
of Boston State of Massachusetts
of the other part, & & whereas
A. J. Pendleton and Sarah
his wife by deed bearing date
the twenty ninth day of Aug
A.D. 1884 recorded as aforesaid
in Deed Book No 23 Page 431 &
granted and conveyed unto
the said William D. Jones in
fee a certain tract or parcels
of land situate in Lu County
aforesaid hereinafter par-
ticularly described containing
one hundred acres more or
less reserving a vendors lien
for the balance of the unpaid
purchase money which has
since been paid and fully dis-
charged.

And whereas the said William D. Jones and Catherine B. his wife by deed bearing date the eighteenth day of Feb. A.D. 1888. recorded as aforesaid in Deeds Book No 23 Page 363 & granted and conveyed unto the said S. Lawrence French in in fee one full equal undivided fourth part of in and to inter alia all these four certain tract or parcels of land one of which situate in Lee County aforesaid one of them containing one hundred acres Beginning at two spruce fumes near a small branch corner to John Penblitt's land, thence south thirty five degrees east eighty foles to a poplar and birch North seventy six degrees west one hundred and fifty six foles to a stake north twenty seven degrees east sixty eight foles crossing a double maple marked as a corner at forty six foles to a hickory maple and gum corner

to said John Perduetors
land and with the lines
thereof to the seventy two de-
grees east one hundred and
twenty foles to a cucumber
and thence thence with
thirty three degrees east
eighty six foles to the Beginning.
containing one hundred acres.
To have and to hold the said
Tract or parcel of land, and
premises hereby granted and
confirmed, or mentioned and
intended so to be with the af-
fortunances unto the said S.
Lawrence French his heirs
and assigns and to and, for
his and their only proper use
and behoof forever Witness
the following signatures and
seals

Wm. D. Jones Seal
Catharine D. Jones

Seal, and delivered
in presence of
Jonas Elwell
W. W. McGeorge.

State of Pennsylvania
County of Philadelphia

I, Isaac Edwell a Notary Public
 for the Commonwealth of Pennsylvania
 residing in the City of Philadelphia
 do certify that William Jones and
 Catharine B. his wife whose names are
 signed to the foregoing deed bearing
 date on the Twenty first day of February
 A.D. 1890 have acknowledged the same
 before me in my county aforesaid.
 Given under my hand and Notarial
 seal this twenty first day of February
 A.D. 1890. Isaac Edwell Notary Public

Sealed

Virginia Lee County to wit.

In the office of the Clerk of the
 said County the 1st day of March 1891
 This deed and confirmation was
 presented and with the certificate thereon
 annexed admitted to record.

Test John R. Gibson
Clerk

An abstract copy

Test J. R. Gibson Clerk

D. Lawrence French
 my client etc

Wm Jones wife

Deed Book
 24 P. 558

" (Anderson Exhibit No 7

Filed March 4th 1893

with the deposition of

D. C. Anderson in the

cause of

David Meredith

vs 3/4 chy { Lee Cir Court

L. C. Anderson et al

S. C. Benson

Notary Public

This deed made this first day of
April in the year of our Lord one
thousand eight hundred and eighty
nine (1889) Between William D. Jones
of the City of Philadelphia State
of Pennsylvania Gentlemen and
Catharine D. his wife of the one
part and William McGeorge Jr.
of the said city Attorney at Law of
the other part Witnesseth that
the said William D. Jones and
Catharine D. his wife for and con-
sideration of the sum of Five
Thousand dollars lawful money
of the United States of America
unto them well and truly paid
by the said William McGeorge
Junior. at and before the execu-
ting and delivery of these pres-
ents the receipt of which is
hereby acknowledged do gave
unto the said William McGeorge
Junior his heirs and assigns
with Special warranty &c.
Add, one full equal undivided
moiety or half part of in and to
the one full equal undivided
fourth part of in and to all

That certain tract or parcel of
land situate in Lee County afore-
said on Powell's Mountain and
bounded as follows namely.
Beginning at the spruce
fir trees near a small branch
corner to John Pondleton's land
thence south thirty five degrees
west eighty poles to a poplar
and birch north seventy six
degrees west one hundred and
fifty four poles to a stake north
twenty seven degrees ~~east~~ sixty
eight poles crossing a double
maple marked as a corner
fifty six poles to a Hickory maple
and gum corner to said John
Pondleton's land and with the
lines thereof north seventy two
degrees East one hundred and
twenty poles to a cucumber and
birch and thence south thirty
three degrees East eighty six
poles to the beginning con-
taining one hundred acres be-
ing the same tract or parcel
of land which J. Pondleton
and Sarah his wife by deed

The twenty ninth day of August
Anno Domini one thousand eight
hundred and eighty seven
and recorded as aforesaid in
Deed Book No. Page 4318

granted and conveyed to the
said William D. Jones in fee
reserving as vendors lien for
four hundred dollars which
has since been paid and
discharged, To have and to
hold the said premises unto the
said William D. Jones his
heirs and assigns to and for his and
their only use and behoof forever
subject nevertheless to all the
exceptions conditions and restrictions
granted or proposed by the above
recited deeds conveying the same
to the said Wm D Jones and family
rights of way as heretofore gran-
ted by said William D Jones to the
South Atlantic and Ohio Railroad
Company Whereas the following
signatures and seals:

Sealed and delivered } Wm D Jones
in presence of } Catherine Jones
James S Pearson.

State of Pennsylvania
County of Philadelphia

I, Lemuel S. Pearson a Notary
Public for the Commonwealth of Penn-
sylvania residing in the City of
Philadelphia do certify that Wm. D.
Jones and Catharine B. his wife whose
names are assigned to the foregoing
writing bearing date on the first
day of April Anno Domini one
thousand eight hundred and
eighty nine, have acknowledged
the same before me in my County
aforesaid given under my
hand and Notarial seal this
twenty seventh day of April
Anno Domini one thousand
eight hundred and eighty nine.

Lemuel S. Pearson.
Notary Public.

Lemuel S. Pearson
Notary Public
Philadelphia

Virginia Lee County Court Clerk's
Office August 29 1889.

The foregoing deed bearing
date April 1st 1889 between
Wm D Jones & wife of the one
part and Wm M George Jr

of the other part all of Phil-
adelphia Pennsylvania was this
day filed in this office and
admitted to record upon the fol-
lowing certificate

Teste John R Gibson Clerk.

Virginia Lee County Court:

I John R Gibson Clerk of
Lee County Court in the State
aforesaid do certify that the
 foregoing is an exact copy
as shown from the record in
my office given under my
hand this Sept 26th 1892
J. R. Gibson Clerk

Mr M^e George for
Thos. J. G. G. G.
W. J. Jones
J. C. G. G.
J. J. G. G.

"Anderson Exhibit No 8"
Filed March 4th 1893
with deposition of
D. C. Anderson in the
cause of
David Meredith
vs J. C. G. G. Civ. Court
D. C. Anderson et al

"S. C. Berryman

Notary Public

This deed made this first day of April
in the year of our Lord one thou-
sand eight hundred and eighty
nine (1889) between Wm D Jones
of the City of Philadelphia
State of Pennsylvania, gentleman
and Catherine B. his wife of
the first part, and William M^c
George Junior of the said city at-
torney at law of the second part
and George M^cGeorge of the said
city mining engineer of the
third part Whereas the said
Wm D. Jones in and by a certain
obligation in writing obligatory
under his hand and seal duly
executed stands firmly bound
unto the said William M^cGeorge
Jr in the sum of Two hun-
dred thousand dollars (\$200,000)
lawful money of the United
States of America Condition for
the payment of the just sum
of one hundred thousand dollars,
\$100,000 at the expiration five
years from the date thereof
together with the interest there-
on payable half yearly at the

rate of six per cent per annum
without any fraud or further
delay⁺⁺ the said Wm D. Jones do
sell and convey unto the said
Pearcy McCaughey one full equal
undivided moiety or half part
of in and to one full equal un-
divided fourth part of in and
to all that certain tract or par-
cel of land situate in Lee County
aforesaid on Powell's Mountain
and bounded as follows viz:
Beginning at two Spruce firs
near a small branch corner to
John John Pendleton land,
thence South thirty five degrees
west eight poles to a fir tree
and birch at the seventy six
degrees west one hundred and
fifty four poles to a stake,
thence twenty seven degrees
east sixty eight poles crossing
a double maple as a corner
at forty six poles to a hickory maple
and gum corner to said John
Pendletons land, and with
the line thereof to the seventy
two degrees east one hundred

and twenty poles to a corner
and birch, and thence south
thirty three degrees east eighty
six poles to the beginning contain-
ing one hundred acres being
the same tract or parcel of
land which A. J. Pendleton and
Sarah his wife by deed
bearing date the twenty ninth
day of August A.D. 1867, and
recorded as aforesaid in deed
book B 23 P 431st granted and
conveyed unto the said William
D. Jones in fee. Reserving a vendor's
lien for four hundred dollars
which has since been paid and
fully discharged. ++++++

If the said William D. Jones shall
well and truly pay the interest
upon said land according to
the terms thereof and shall
also well and truly pay the
principal thereof when
when the same shall fall
due, then this deed shall
be void and the said Percy
M. George shall thereupon
regrant and convey said

premises to the said William D. Jones.
his heirs and assigns or enter
satisfaction of the deed upon the
records thereof, otherwise to be
and remain in full force and
virtue. In witness whereof the
said William D. Jones and Catharine
his wife have hereunto
set their hands and seals dated
the day and year first herein
written

Wm. D. Jones *W.D.*
Catharine D. Jones *C.D.*

Sealed and delivered
in presence of
Somers S. Pearson.

State of Pennsylvania
County of Philadelphia *Pa.*

I Somers S. Pearson a Notary
Public for the Commonwealth
of Pennsylvania residing in the
city of Philadelphia do hereby
certify that William D. Jones and
Catharine D. his wife whose
names are signed to the foregoing
writing bearing date the first
day of April A.D. 1869 has acknowledged

the same before me in my
county aforesaid. Given under
my hand and seal the twenty
seventh day of April A.D. 1889
Somers S. Pearson.

Notary Public (seal)
Virginia Lee County Clerk's Office
May 31st 1889. The foregoing deed
of Trust bearing date April 1st 1889
between William ~~McSenge~~ and
Catherine B. his wife of the first
part and Wm McSenge of the
second part and Percy McSenge
of the third part all of the City of
Philadelphia was this day filed
in this office and together with
the certificate of Somers S.
Pearson a Notary Public in
and for the Commonwealth of
Pennsylvania admitted to
record. Given under my hand
this the 31st day of May 1889.

John R. Gibson Clerk
Virginia Lee County to wit:

I John R. Gibson clk of the
County and in the State of Va
do certify the foregoing is an
extract copy from the records of my

Office The Sept 26th 1892

J. R. Gibson attn

Percy McGee
John F. Burt. Copy
W. D. Jones et al
Dated Book 24
Page 7849.

"Anderson Exhibit No 9"
Filed March 4th 1893
with deposition of
D. C. Anderson in the
cause of
David Meredith
vs { M. Chy } Lee Cir. Court
D. C. Anderson et al

J. C. Thompson
Notary Public

This Deed made the 22nd day of July
in the year of Our Lord One thousand
eight hundred and ninety one Be-
tween H. J. Pendleton of Scott
County State of Virginia and
Sarah his wife of the first part
and William McGeorge of the
City of Philadelphia State of
Pennsylvania of the second part
Whereas the Commonwealth of
Virginia by Patent bearing date
the first day of September A.D.
One thousand Eight hundred and
fifty six granted a certain tract
or parcel of land, containing one
hundred acres, lying in Lee County
on Powell's Mountain, and bound-
ed as follows viz: Beginning at
two Spruce pines near a small
branch corner to John Pendleton's
land, thence South twenty five
degrees West eighty foles to a pop-
lar and birch, North seventy six
degrees West one hundred and
fifty six foles to a stake, North twenty
seven degrees East sixty eight foles,
crossing a double maple marked
as a corner at forty six foles to a

Hickory Maple, and Gum corner to said John Penellton's land, and with the lines thereof, South seventy two degrees East one hundred and twenty poles to a Cucumber and ~~beach~~, thence South Thirty three degrees East eighty six poles to the beginning, unto the said A. J. Penellton in fee, And whereas the said A. J. Penellton and Sarah his wife by deed bear date the Twenty seventh day of August A.D. One thousand Eight hundred and eighty seven and recorded in the office of the Clerk of the County Court, of Lee County aforesaid, in deed Book number 23 page 481st granted and conveyed the said tract or parcel of land unto William D. Jones in fee, subject to payment of a balance of purchase money and interest, which has been since paid off and discharged. And whereas by virtue of divers ~~meane~~ conveyances or other assurances affectual in the law

and duly recorded as aforesaid, the said tract or parcel of land is now vested in the several persons and in the shares ~~or~~ proportions following namely: The said William McGeorge Junior five eighths part, S. Lawrence French, two eighths part; and Percy McGeorge Trustee for the said William McGeorge ~~and~~ others, the remaining one eighth part, respectively in fee.

And whereas by mistake the recited deed of the twenty second day of August one thousand eight hundred and eighty seven, contained a covenant on the part of the said A. J. Pendleton and wife of Special warranty only, and for the purpose of correcting the same, and in order to release the said land from the lien reserved in and by the same deed for the balance of purchase money and interest paid off and discharged as aforesaid the same A. J. Pendleton

and, Sarah his wife have at the request of the said William McGeorge Junior, agreed to execute this present deed.

Now this deed witnesseth that the said E. J. Pendleton and Sarah his wife, for and in consideration of the payment of the moneys aforesaid, the receipt whereof is hereby acknowledged, and also in consideration of the premises do and each of them do hereby grant release convey and confirm unto the said William McGeorge Junior his heirs and assigns, all the said tract or parcel of land granted and conveyed by the said rented deeds of the twenty seventh day of August one thousand eight hundred and eighty seven as aforesaid and every part thereof together with the appurtenances to the same belonging or appertaining.

To the intent that this present deed and the release and confirmation hereby made shall operate and enure for the

benefit of the said William Mc-
George Junior, S. Lawrence French,
and Percy McGeorge, Trustee
respectively and their respective
heirs and assigns according to
their respective estates and in-
terest in the premises freed
and discharged from the lien,
reserved in and by the said
recited deed of the twenty
seventh day of August one
thousand eight hundred and
eighty seven, and from all
claims and demands ~~thereof~~
account thereof.

And the said parties of the
first part hereby covenant, that
they will warrant generally
the land and premises hereby
conveyed. That the said William
McGeorge Junior his heirs and
assigns shall have quiet
possession of the same, that
they have done no act to
encumber the same and that
they will execute such further
assurances, of the same as shall
be requisite.

Witness the following signatures
and seals,

A. J. Pendleton seal
Sarah Pendleton seal

State of Virginia
County of Scott, }

I, J. P. Carter a Notary Public,
for the County aforesaid,
in the State of Virginia, do certify
that A. J. Pendleton and Sarah
his wife, whose names are sig-
ned to the foregoing deed, bear-
ing date on the 22nd day of
July A. D. 1891, have acknowl-
edged the same before me in
my County aforesaid,

Given under my hand this
22nd day of July 1891, O. J. D.,
One thousand eight hundred
and ninety one.

J. P. Carter Notary Public

Virginia Leo County to wit:

On the office of the Clerk
of the said County Aug. 24th
1891, This deed was presented
and together with the certificate

thereto annexed admitted to
record.

Test John R. Gibson Clerk

Virginia Lee County to wit,
I, John R. Gibson Clerk
of Lee County Court in the
State of Virginia do certify that
the foregoing is a true copy of
the deed as appears of record
in my office. Given under
my hand this July 25th 1893.
John R. Gibson Clerk.

18
Wm M^e George Jr
From } Copy of Deed
A. J. Pendleton
Deed Book No 27
Page 245 &c

"Anderson Exhibit No 10"

Filed Mar 4th 1893

with deposition of
D. C. Anderson in the
cause
suit of

David Meredith
vs D. C. Anderson et al
in the Cir. Court

J. C. Benjamin

Notary Public

\$ 1.25

J. C.

This deed made on the 7th day of Sept
1876. between Mr Collier of the one
part, and Claiborn Merideth of the
other part, Witnesseth that in con-
sideration one hundred dollars
in hand paid the receipt whereof
is hereby acknowledged the said
Mr Collier doth grant, bargain and
sell to the said Claiborn Merideth
a certain tract or parcel of land sit-
uated in Lee County on Powell's Moun-
tain and bounded as follows to wit:
Beginning on a black-oak, black
walnut, & sourwood on the top of
Powell's Mountain, in a line of
Mr Duffs, land then with mea-
sures of said mountain about N 60
W 280 poles to two chestnuts & a hickory
on top of said mountain east of the
low gap, then N 36 E 280 poles to a water
& white oak in a hollow on the east
side of a branch N 77 E 4½ poles to
a hickory & maple corner to John Col-
liers land with his lines S 75 E 111
poles to a white oak stump at the
foot of said mountain thence about
S 70 poles to Spruce pine hollow,
thence S 17 W 288 poles to the Beginning

containing 300 acres more or less,
with its appurtenances and the said
Mr Collier doth covenant with
said Melabour Merideth that he
will warrant & specialy the prem-
ises hereby conveyed, witness the
following signature and seal.

William Collier Seal

Virginia Lee County to wit:

I J. A. Jones a Justice of said
County do certify that Mr Collier
whose names is signed to the within
writing and bearing date on the
7th day of Sept 1876, has acknowl-
edged the same before me in my
County aforesaid, Given under
my hand this 7th day of Sept.
1876.

J. A. Jones J. P.

Virginia Lee County Court Clerk's Office
The 18th day of Aug, 1882).

The foregoing deed bearing date
September 7th 1876 between William
Collier of the first part, and
Melabour Merideth of the second
part, both of Lee County Va. was
this day admitted to record upon

The Certificate of J. A. Jones late
Justice of the peace for Lee County
Virginia.

Teste John R. Gibson Clerk
Virginia Lee County to wit:

I, John R. Gibson Clerk of
Lee County Court in the State
aforesaid do certify that the
foregoing is a true copy of the deed
as appears of record in my office.
Given under my hands This the
25th day of February 1893.

John R. Gibson Clerk

11
Clairborn Meredith
From } Copy of Deed

Wm Collier.

Deed Book 1020
Page 37.

"Anderson Exhibit No 11"

Filed Mar 4th 1893
with deposition of
D. C. Anderson in the
cause of

David Meredith

vs { Duchy & Lee Cir. Court
D. C. Anderson et al

S. C. Perryman


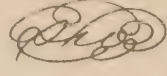
Notary Public

5-04

This deed made the 14th day of
September 1888, between Claborn Mueser
wife of the County of Lee and State
of Virginia of the first part, and
J. D. H. Mills of the County of Wise and
State of Virginia and T. J. Vermillion of
the County of Scott and State of Virginia
parties of the first second part, Witness -
that the said parties of the first part
for and in consideration of the sum
of One hundred Dollars lawful money
of the United States to them in hand
paid by the said parties of the second
part at or before the executing and deliv-
ery of these presents the receipt whereof
is hereby acknowledged and the said parties
of the second part his heirs Executors and
Administrators for ever release and dis-
charge from the same by these presents
have granted bargained sold aliened
remised released conveyed and confirmed
and by these presents do grant bargain
and sell alien remise release convey
and confirm unto the parties of the second
part, and to their heirs and assigns forever
all that certain tract or parcel of land
lying on Powell Mountain in Scott
Co. Virginia (and) on the waters of

the North Fork of Clinch River) and
bounded as follows to wit: Beginning
on a black oak black walnut and sour-
wood on the top of Pousels Mountain
in a line of Wm Duffs land then with
the meanders of said Mountain about
N 60 W 280 poles to two Chestnuts and
a Hickory on top of said Mountain East
of the low gap, then N 36 East 280
poles to a cedar & white oak in a hollow
on the East side of a branch, N 77 E 42
poles to a Hickory & maple corner to John
Coliers land & with his line S 75 E 111 poles
to a white oak stump at the foot of ^{said} the Moun-
tain, thence about S 70 poles to a Spruce pine
hollow, thence S 17 West 288 poles to the
Beginning containing three hundred
Acres more or less, together with all its
appurtenances thereto belonging, And also
all the estate right title interest dower
and right of dower, property possession
claim and demand whatsoever as well
in law as in equity of the said parties of
the first part, of us and to the same and
every part and parcel thereof with the
appurtenances, to have and to hold the
above granted bargained and described

premises with the appurtenances unto the
said parties of the second part, his heirs
and assigns to his and their own proper
use forever, The above described tract or
parcel of land, is the same tract of land
deeded to said Meredith by William Collier
which will be found recorded & indexed in
the Clerks Office of Lee County Virginia,
I do witness whereof the said parties of the first
have hereunto set their hands and seals the
day and year first above written,

Claborn ^{his} Meredith 
Aulany ^{his} Meredith 
_{mark}

State of Virginia }
County of Scott } Town of

I Isaac Wisely a Justice of the Peace
for the County aforesaid and State of
Virginia, do certify that Claborn Meredith
whose name is signed to the writing above
bearing date on the 14th day of September
1888, acknowledged the same before me in
my County aforesaid,

Done under my hand this 14th day of September
1888, Isaac Wisely J. P.

State of Virginia }
County of Scott } Town of

I Isaac Wisely a Justice of the Peace for
the County of Scott in the State of Virginia
do certify that Delaney Muradith the wife
of Claborn Muradith whose names are
signed to the writing above bearing date on
the 14th day of September 1888, personally ap-
peared before me in the County aforesaid
and being examined by me Privily and apart
from her husband and having the writing
aforesaid fully explained to her she the
said Delaney Muradith acknowledged
the said writing to be her act, and declared
that she had willingly executed the
same and does not wish to retract it,
Given under my hand this 14th day of September 1888.
Isaac Wisely J. P.

Virginia Scott County Court Clarks Office
This deed for land from Claborn Mur-
adith wife to J. F. Vermillion et al bearing
date on the 14th day of September 1888,
was received and together with the certificate
heron admitted to record.
Given under my hand this 3rd day of
October 1888,

C. M. Carter Clerk
Attest J. M. Carter Clerk
By W. M. Horton D.C.
Scott County Ct.

12
J. B. Mills et al

From } Copy of Dred,

Claiborn Meredith & wife

D. B. 26 P 107

Checks for copy \$1.00

"Anderson Exhibit No 12"

Filed March 4th 1893
with the deposition of
D. C. Anderson in the
cause of

David Meredith
vs { Du Che } Lee Cir. Court
D. C. Anderson et al

S. C. Berryman

Notary Public

This Deed made the 15th day of December 1888, between Thos. J. Vermillion and Mary L. Vermillion of the County of Scott and State of Virginia, parties of the first part, and J. L. Scott of the County of Lee and State of Virginia parties of the second part, Witness that the parties of the first part, for and in consideration of the sum of two hundred dollars; one hundred dollars in hand paid the receipt whereof is hereby acknowledged and one hundred dollars to be paid to the parties of the first part on or before the 29th day of December 1888, and the parties of the first part, reserving and retaining a lien on said land and all its appurtenances for the deferred payment of one hundred dollars, which become due and payable on the 29th day of December 1888, and the said parties of the first part, have remised released and quit claimed unto the said parties of the second part, and to his heirs and assigns forever all their

right title and interest in and to
a undivided half interest in a cer-
tain piece or parcel of land lying
and being in Lee and Scott county
and on Powels Mountain known
as The Meredith Tract of land and
bounded as follows to wit: Begin-
ning on a black oak, black-walnut
and sourwood on the top of Powels
Mountain in a line of William Deffs
land then with the meanders of
said Mountain about N 60 W 280
poles to two chestnuts and a hickory
on top of said Mountain East of Gove
Gap then N 36 East 280 poles to a wa-
ter & white oak in a hollow on the
east side of a branch N 77 East 42
poles to a hickory and maple corner
to John Collins lands & with his
lines S 75 E 111 poles to a white oak
stump at the foot of said Mountain
thence about 70 poles to a spruce
pine hollow thence S 17 W. 288
poles to the beginning. containing
three hundred acres more or
less, The said parties of the first
part quit claims and releases

all their right title and interest
in and to the above described
piece or parcel of land to the
said parties of the second part,
his heirs and assigns forever
In witness whereof the said parties
of the first have hereunto set
their hands and seals the year
and day first above mentioned.
L. J. Vermillion seal
Mary L. Vermillion seal

State of Virginia Scott County;
I, Isaac Wisely an acting
Notary Public within and for the
County aforesaid do hereby certify
that on the day and year above
written before me personally ap-
peared L. J. Vermillion and M. L.
Vermillion his wife grantors in
the foregoing deed and acknowl-
edged the signing and sealing
thereof to be their voluntary act and
deed, I view under my hand and
seal Notarial on the day above
said

Isaac Wisely Notary Public

Virginia Lee County Courts clerks office
Jan'y 14th 1889. The foregoing deed
bearing date the 13th day of Dec. 1888.
between T. J. Vermillion & Mary L.,
his wife of Scott County Va. of the
one part, and J. L. Scott of Lee County
Va. of the other part, was this day
filed in this office and admitted
to record upon the certificate of
Isaac Wisley a Notary Public for
Scott County Va.

Teste John R. Gibson Clerk
Virginia Lee County to wit;

I, John R. Gibson Clk of Lee
County Court in State aforesaid
do certify that the foregoing
deed is a true copy as appears
of record in my office. Given under
my hand as July 25th 1893

John R. Gibson Clerk

J. L. Scott
True Copy Deed

T. J. Vermillion & wife

Deed Book No 23

P. 472-72

"Anderson Exhibit No 13"

Filed Mar 4th 1893

with deposition of
D. C. Anderson in the

cause of

David Meredith

vs { Anchy Lee Co. Court

D. C. Anderson et al

A. C. Berryman

Notary Public

75

This Deed made this 10th day of October
1888. by and between Harvey Young.
and Ellen S. his wife parties of the
first part, and James C. Scott
all of Lee County Virginia party
of the second part Witnesseth,
that for and in consideration of
the sum of two and one half ~~dollars~~
(~~\$2.50~~) per acre paid cash in hand
the receipt of which is hereby
acknowledged, The said parties
of the first part, do grant bar-
gain and sell and remise and
quit claim unto the said party
of the second part with war-
renty, the following: A certain
tract of land in the County of Lee,
State of Virginia, on the side of
Powells Mountain near wild
cat Valley the same as granted
by Commonwealth of Va. from a
survey made on July 26th 1872.
to the said Young bounded,
Beginning at a chestnut and
hickory on the top of Powells Mt.
a corner to Deepps land thence
N. 62° E 84 poles to a chestnut oak
on a spur N 45° E 320 poles to a Beech

corner to the Barnett Ingeler survey
and with said survey S 46 E 96 poles
to a stake on county line of Scott
and with the same S 34 W 300. poles
to two spotted oaks on top of the
mt, marked as county line trees
one of them with a large "I" thence
with the top as it meander S 70 W 225
poles to the Beginning containing
280 acres and the parties of the
first part do hereby covenant with
the said party of the second part
that they will; that they have the
right to convey said property to the
grantee; that they have done
no act to encumber said property
Witness the following signature
and seal

Harvey Young seal
Ellen S. Young seal

State of Virginia }
County of Lee } To wit:

I, John Riddle a Justice of
the peace for the County aforesaid
in the State of Virginia do certify
that Ellen S. Young whose name
is signed to the writing above bearing

date on the 10th day of October 1889.
has acknowledged the same before
me, in the County aforesaid, Given
under my hand, this 16th day of
January 1889.

John Riddle J.P.

Virginia County of Wise to wit:

J. H. McDowell Notary
Public for said State and
County do certify that Harvey
Young whose name is signed
to the writing above bearing
date Oct. 10th 1888. has acknowl-
edged the same before me.
in the County aforesaid Given
under my hand Jan. 14 1888

J. H. McDowell. Jr.
N. P. W. L.

State of Virginia Lee County to wit:

In the Clerk's office of the
County Court of Lee County the 4th
day of February 1889, the foregoing
deed was presented and admitted
to record and together with the
certificates of acknowledgments
thereto annexed recorded on the
4th day of February 1889,

John R. Gibson Clerk

G. B. Scott
True Copy of Deed

Harvey Young et al

Deed Book
LB P. 513

"Anderson Exhibit No 14"

Filed Mar 4th 1893

with deposition of
D. C. Anderson in the
cause of

David Meredith

v. J. M. Chy } Lee Cir. Court

D. C. Anderson et al

H. C. Cunningham

Notary Public

W. J.

Virginia Lee County town:

In the office of the clerk
of said County, Feb 25th 1893. I
Certify that the foregoing is a
true copy as appears of record
in my office.

John R. Gibson Clerk.

This Deed made this 14th day of
January 1889, by and between James
L. Scott of Lee County Va. bachelor
party of the first part, and J. B. &
S. Mills of Big Stone Gap Va. party
of the second part, Witnesseth that
for and in consideration of the
sum of seven hundred dollars (\$700.)
paid cash in hand the receipt
of which is hereby acknowledged
the said party of the first part
does grant bargain and sell
and convey unto the said party
of the second part, with special
warranty. The following: all the
right title and interest in law
or equity of the said first party,
in and to a tract of land lying
in Lee and Scott counties, (primarily
in Lee Va. near Ward's
mill on Powell's Mountain. more
by on the south side described
in a deed to be recorded from
S. J. Vermillion and Mary L. his wife
to said Scott dated Dec 15th 1888.
conveying to said an undivided
half interest in said tract,
as follows. Beginning on a

black-oak, black-walnut and
sourwoods on top of Powell's Mt.
in a line of Mr Duff's land thence
with meanders of said Mt. about
N 60 W 280 poles to two chestnuts
and a hickory on top of said
Mt. East of low sap. Thence S 36.
E 280 poles to a water and white
oak in a hollow on the east side
of a branch S 77 E 42 poles to a
hickory & maple corner to John
Colliers land. and with his line
S 45 E 111. poles to a white oak
stump at the foot of said Mt.
thence about S 70 poles to a spruce
fine hollow thence S 17 W 288
poles to the Beginning, containing
300 acres more or less.

The greater part of this land
has also been granted by the
Commonwealth to Harvey Young
of Lee County by Patent dated
March 10th 1884, and all the title of
said Young, has been vested in
said Scott, by deed from Harvey
Young & wife to said Scott dated
October 6th 1888, which is to be recorded

by said Scott as soon as may be,
The said Vermillion derived title
to an undivided half interest in
said land from Deborah Merideth
& wife to J. B. F. Mills & T. J. Vermillion
dated day of 1888 of record in Lee
& Scott counties said Merideth de-
rived title from on Mr. Collier,
The said Merideth and the said
Young having had adverse claims
to said land and both of said
titles being by this and the pre-
viously mentioned conveyances
brought together and united in
the said J. B. F. Mills, And the
party of the first part does hereby
covenant with the said party of
the second part that he has the
right to convey said property to the
grantee that he has done no act
to encumber said property
Witness the following signature
and seal.

J. B. Scott (L.S.)

State of Virginia
County of Wise

By H. L. McDowell Jr a Notary
Public for the County aforesaid

in the State of Virginia do certify
that Jas. L. Scott whose name is
signed to the writing above, bear-
ing date on the 14th day of Jan.
1889. has acknowledged the same
before me in the County aforesaid
Given under my hand this 14th
day of January 1889.

H. L. McDowell Jr.
Ch. P. W. L.

State of Virginia } Co. and;
Lee County

In the Clerk's office of the
County Court of Lee County the 17th
day of January 1889. The foregoing
deed was presented and admitted
to record and together with the
certificates of acknowledgment
thereto annexed recorded on the
17th day of January 1889

Test John R. Gibson clerk
Virginia. Lee County to wit.

I, John R. Gibson clerk of Lee
County Court in the State aforesaid
do certify that the foregoing is
a true copy as appears of record
in my office this Feb 25th 1889
John R. Gibson clerk.

J. B. F. Mills
F. } Copy of Deed
J. L. Scott
Recor Deed
Book 402 3
Page 474
J. R. Gibson

"Anderson Exhibit No 15"
Filed March 4th 1893
with deposition of
D. C. Anderson in the
cause of
David Meredith
vs } In ch } Lee Cir. Court
D. C. Anderson et al
J. C. Berryman
Notary Public
/ 105

David Mendith
vs $\frac{1}{2}$ "Depts - Ex A"

D.C. Anderson et al

8.30
2.25
3.05

Henry A. Wise.

, Esquire, Governor of the Commonwealth of Virginia:

To all to whom these Presents shall come, Greeting:

Know Ye, That in conformity with a survey made on the

9th

day of

December.

, one thousand eight hundred and 54.

, by virtue of

Land Office Treasury Warrant No. 2629.

there is granted by the said Commonwealth unto A. J. Pendleton.

a certain Tract or Parcel of Land, containing 100 acres lying in Lee County on Powell's Mountain & bounded as follows Viz: Beginning at 2 spruce Pines near a small branch, corner to John Pendleton's land, thence S 35° W 80 p^o to a Poplar & birch, N 76° W 166 p^o to a stake, N 27° E 68 p^o passing a double maple marked as a corner at 46 p^o to a hickory, maple & gum corner to said John Pendleton's land & with lines thence of N 72° E 120 p^o to a cucumber & beech S 33° E 86 p^o to the beginning with its appurtenances.

Book 113. Page 7.
Acres 100.

TO HAVE AND TO HOLD the said tract or Parcel of Land, with its appurtenances, to the said

A. J. Pendleton.

and his heirs forever.

IN WITNESS WHEREOF, The said Henry A. Wise, Esquire,

Governor of the Commonwealth of Virginia, hath hereunto set his hand

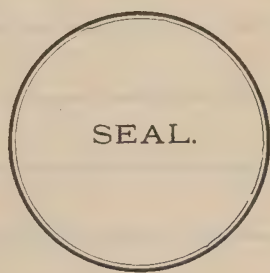
and caused the Lesser Seal of the said Commonwealth to be affixed at

Richmond, on the 1st day of September.

in the year of our Lord one thousand 856.

and of the Commonwealth the 8th.

Henry A. Wise.



LAND OFFICE, RICHMOND, VA.

I hereby certify that the foregoing is a true copy from the records of this office. Witness my hand and seal

office, this

18th

day of

March

, 18

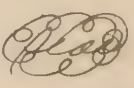
72. W. R. Gaines,

Register of the Land Office.

This Indenture, made this fourteenth day
of July in the Year of our Lord - Thousand,
Eight Hundred and, nineteen, Between Jacob
Milham of the County of Scott in the
Commonwealth of Virginia, of the one part,
and Daniel Blackmore of the County
and State aforesaid of the Other part, Witnesses:
that the said Jacob Milham for an in
consideration of the sum Fifteen hundred
Dollars, to him in hand paid, by the said
Daniel Blackmore, the receipt whereof he
doth hereby acknowledge, doth bargain and
sell unto the said Daniel Blackmore,
a certain tract or parcel of land, lying
and being in the County of Scott Virginia
on the North side of the North Fork of Clinch
River, and bounded as followeth To wit:
Beginning on the Top of Poyess Mountain
where the wagon road now crosses
said mountain that leads from Scott
Court house to Lee Court house, that
passes by where John Mc Ginney Esqr.
now lives, and also where Thomas Rogers
now lives & running with the said road,
untill - crosses the North Fork of Clinch
River where John Mc Ginney now lives and
and thence up the meanders of said
North Fork untill it strikes a line of

John Mc Grawy and Fields when they cross
said north fork, thence a north west
coast with said line until it strikes a
line of John Johnston survey, of 16100 acres
survey, that lies on Powells Mountain and
thence said Johnstons line until where it
crosses the top of Powells Mountain, & thence
a westerly course along the top of said
mountain with the several different courses
of the top of said mountain to the Beginning
Contains Two Thousand acres, be the same
more or less, it being the same land which
was transferred from Nathaniel Taylor
by his agent A. Johnston to said Jacob
Milham and being apart of a 16100
acre survey, in the name of John
Johnston and conveyed from said Johnston
to said Taylor, containing as aforesaid
Two thousand acres more or less, after
excepting all such land as or held by a ^{valid} ~~valid~~
title & such has been legally sold out by
said Taylor, or agent, and after except-
ing all such which tracts or parcels
of land the said Jacob Milham will
and shall warrant and forever defend
from him self and heirs and administrators
and from the claim or claims of the

said Nathaniel Taylor, his heirs and
Administrators unto him the said
Daniel Blackmore his heirs and assigns,
I witness ^{my} ~~whereof~~ the said Jacob
Miliham have hereto set his hand and
seal, the day and year first above
written,

Jacob ^{his} ~~x~~ Miliham 
mark

A Copy

Teste

C. M. Easter Clerk,
Scott County Court,

Fee for copy \$0.50

B

Amiel Blackman
copy of
from J. F. F.

Jacob Milham

D.B. 2 P 77

D.

Ex. D.
Filed May 25, 1894
with deposition of
S. W. Thacker in
Case of Meredith
vs.

S. W. Thacker

In Cir Court

B. C. Ferguson J. P.

Ex. "D"

filed in part
sep 20 1880
David Meradeth
in case of David
Meradeth vs. D.C.
Cullen & others
J.P. Fitzgerald

David Meradeth
Part to
1880

Virginia south county to wit

This article of agreement this day made and entered into by and between Sarah Jane Guardian of the minor heirs of Henry S. Jane deceased and also agent for Sarah Jane and Maggie A. Barker of the first part and David Meradeth of second part all of the county and state aforesaid witnesseth that to the said Sarah Jane Guardian &c hath this day rented unto the said David Meradeth a certain farm on James mountain known as the Glabonne Meradeths farm south west of Wards mill for the term of one year commencing on the first day of December 1879 and ending on the first day of December 1880 for fifteen dollars in cash or current money of Virginia per year and at the expiration of said lease or term to the said David Meradeth bindeth myself to ~~see~~ surrender full and freeable possession of said farm herein mentioned and to the said Sarah Jane agreed to sell or have sold to the said David Meradeth the farm herein mentioned provided he will give as much as any one

else per acre for said farm and he
the said David Meradeth binds himself
to pay as much per acre as any one else
and he the said Meradeth is to have
the refusal of said farm herein mentioned
upon terms herein mentioned, and he
the said David Meradeth binds
himself to keep up all the fences and buildings
on said farm and at the expiration of said
lease or term to surrender full and peaceful
possession of said farm herein mentioned and
he the said Sarah Kane agrees to release all
back rents on said farm so far as her
Guardianship is concerned except for
this year 1879 and I the said David
Meradeth binds myself and my heirs to
pay the said Sarah Kane Guardian &c
fifteen dollars in cash for the use of
said farm this year 1879 and should
he the said David Meradeth fail to comply with
the above obligation or anything herein mentioned
it shall be a forfeiture of one hundred
and fifty dollars. And I hereby
waive the benefit of any Homestead Exemption
from and all other exemptions by law as to
this debt and obligation. Given under my hand and
seal this the 1st day of December 1879

Attest

Henry S. Kane

Thomas S. Petersen

Eda Erickson

Allen J. Miller

David ^{his} Meradeth Seal
Sarah ^{per H} Kane Seal

contracts of agreement made
& entered into between David
McDonald of the one part
and Francis McDonald
& Catherine McDonald of
the other part witnesseth
that the aforesaid David
McDonald doth this day
sell to the said Francis
McDonald & Catherine
McDonald the parcel they
now live on for thirty
five bushels of corn each
year and thirty five
bushels of corn for
each year 1880 being
under our hands this 16 day
of May 1880

David McDonald
Francis McDonald
Catherine McDonald

Ex. 8 filed
as part of
deposition
of David
Mendel

J. P. Fugate & P
in case of
~~D. C. Anderson~~
David Mendel
vs D. C. Anderson
District.

J. P. Fugate
JP

(1)

This deed of release and quitclaim, made and entered into this 10th day of May 1894 by and between J.B.F. Mills of Washington County Virginia, party of the first part, and William McGeorge Junior, ~~and~~ S. Laurence French, and Percy McGeorge, Trustee, parties of the second part, witnesseth that WHEREAS in the lifetime of one William D. Jones of Philadelphia, now deceased, the said Jones owned a tract of land in Lee county Virginia situated on Powell's Mountain and on the waters of the North Fork of Clinch River, ^{containing one hundred acres} which tract was granted by the Commonwealth of Virginia to one A.J. Pendleton on the 1st day of September 1856 and was conveyed to the said Jones by the said Pendleton by deed dated August 29th 1887, which deed is of record in Lee county Virginia, reference to which is hereby made for a more particular description of the said land;

AND WHEREAS the said J.B.F. Mills also claimed title to ^{and} the said land by reason of original ~~mesne~~ conveyances ^{of four} of one Claiborne Meredith for a boundary of land which included said 100 acres;

AND WHEREAS for a valuable consideration paid by said Jones to said Mills the said Mills agreed and contracted to release and quitclaim to the said Jones all of his right, title, and interest in and to the said 100 acre tract;

AND WHEREAS subsequently to the said agreement the said Jones conveyed away said 100 acre tract, the title whereof has by the original Jones conveyances and by various ~~mesne~~ conveyances become invested in the aforesaid parties of the second part, all of which conveyances both original and ~~mesne~~ are of record in the county court clerk's office of Lee county Virginia, reference to which is hereby made;

NOW THEREFORE, in consideration of the premises as well as in consideration of the sum of \$1.00 cash in hand paid by

(2)

the said parties of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, release, and quitclaim with covenants of special warranty unto the said parties of the second part, their heirs, assigns, and successors, as their various undivided interests may appear in the said land, all right, title, and interest in and claim to the aforesaid boundary of 100 acres of land situated and described as aforesaid.

Whereunto witness the following signatures and seal this the day and year first above written.

J. B. F. Mills (Seal)

Virginia, County of to-wit.

I, *B. O. Ferguson*, a Justice of the Peace in and for the county aforesaid in the state of Virginia, certify that J.B.F. Mills, whose name is signed to the foregoing writing bearing date May 10th 1894, has acknowledged the same before me in my county aforesaid.

Given under my hand this the *14* day of *June* 1894.

B. O. Ferguson J P

W. F. Miller

To Deed

Wm. M. George Exe

Exhibit "X 43"
filed with deposition
of R. T. Irvine,
Irvine 7th 1844 in
cause of Mendicino
vs Anderson et al in
Lee Co. Circuit Court

B. C. Ferguson, J. P.

J. M. Alderson,

Attorney-at-Law,

Wiso, Virginia.

Aug 10th 1894

Col A. S. Pride more
Jornsville Va

My Dear Sir:

I have decided the
Case of Meredith vs Anderson
& others will express the
papers to you.

You can prepare a decree
perpetuating the injunction
so far as the land is concerned
conveyed by Vance & Woodcombs
to Meredith.

The evidence of Thacker
shows that according to his
survey this deed does not
quite cover the whole of
the 100 acre Penclilton
tract I think there should
be a survey so as to show

J. M. Allison,

Attorney-at-Law,

Wise, Virginia.

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just how this is & as to
give the fact into bounds
I would have prepared the
decree but I see a receiver
has been appointed & I do
not know what disposition
you desire to make of the
timber or funds as the case
may be.

I suppose Mr Grove will
want to have the decree
suspended in order that
he may present petition
for appeal. You & ~~the~~
Court doubtless agree on
these matters.

Yours truly
W. I. Miller

Judge
Miller

(1)

BRIEF.

David Meredith)

vs.)

D.C. Anderson et al)

Lee Circuit Court.

Brief For Defendants.

The conflict in this case narrows down to a possessory title in the plaintiff and an elder patent in the defendants, supported also by a possessory title which they have got in.

I. The Title of the Plaintiff.

The strength of the plaintiff's title is no greater than this; it originates April 9th 1893 in the deed from Vance and Wood, Commissioners, which is nothing more than a color of title followed by a possession of a part of the interlock for a period not exceeding 6 or 7 years prior to the bringing of this suit. The injunction in this case was granted April 2nd 1892.

It is true the plaintiff has filed a number of papers purporting to be title papers, but he does not connect himself with them; as I will proceed to show.

1. - No ~~ground~~^{grant} from Commonwealth in evidence. There is recited a grant of 16100 acres to John Johnson.

2. - No deed in evidence from John Johnson to Nathaniel Taylor. This deed is recited.

3. - No power of attorney in evidence from Nathaniel Taylor to A. Johnson.

4. - (Note. The following exhibits are filed with the deposition of S.W. Thacker.)

Exhibit C. Nathaniel Taylor, by A. Johnson, Agent, to Jacob Mileham. No date of deed, except --- day of November 1815, acknowledgement being November 10th 1811 - conveys 2000

(2)

acres.

5. - Exhibit D. Jacob Mileham to Daniel Blackmore, July 14th 1817. Not acknowledged, hence copy inadmissible.

6. - No deed in evidence from Daniel Blackmore to anyone.

7. - Exhibit E. Walter H. Mileham to William King, August 1st 1825 - 1-2 of 2000 acres undivided interest. Nothing in evidence to show how this Mileham got any interest.

8. - Exhibit F. William King to Reubin McCulley, Sheriff, September 9th 1826 - 1-2 interest.

9. - Exhibit G. Reubin McCulley, Sheriff, by his deputy, to H.S.Kane - 1-2 interest, October 10th 1826. Deed not sealed and in other respects does not conform to the law, consequently is not good as a deed.

10. Exhibit H. John S. Martin, Clerk, to H.S.Kane - sale for delinquent taxes for the year 1824 in the name of Jacob Mileham, 1000 acres on the North side of Clinch River. This is a tax deed and is wholly informal and irregular, and worthless, except possibly as a color of title. The deed would be void for uncertainty, if for no other reason. The land conveyed can not be connected in description with the

11.- The plaintiff has totally failed to show how the title got out of H.S.Kane. He is not proved to be dead or, if dead, there is no evidence to show whether he was intestate or not and, if he left a will, how his property passed. I suppose the plaintiff expects the court to presume that Mr. Kane died intestate and that steps were regularly taken appointing Vance and Wood to convey his real estate, or what was supposed to be his, but this presumption is not law and evidence.

(3)

12.- Deed from Vance and Wood, Commissioners, to David Meredith, dated April 9th 1893, conveying a boundary of 243 acres, which covers the greater part, but not all, of the land in controversy. See map filed with the deposition of S.W. Thacker.

If the plaintiff had connected himself satisfactorially with this chain of title, ^{i.e. anterior to Vance & Wood deed} the proof is wholly inadequate to sustain the contention that the land in controversy is included in this chain. Some witnesses think it is; others think not; about as many and as strong on one side as on the other. Mr. Thacker, a surveyor, thinks perhaps a part, possibly all, of the 100 acres is inside this chain of title, but he says he has not surveyed but two lines in any way connected with the 2000 acres in question and in every other respect he speaks only from a general knowledge of the country. Other witnesses like Harvey Young, Isaac Wiseley, and Thomas Wallen; who are perfectly familiar, not only with these lines, but with the lines of every other tract of land in that section perhaps; do not think the 100 acres is inside the 2000. The burden of proof is on the plaintiff and, if he really intended to rely upon this chain of title, he should have had a survey made and settled the question, or have gotten the court to order one some time during the two years or more that this cause has been pending, but, as this point can not be material in the attitude of the case, I will not further discuss this.

II. Plaintiff's Possession.

The plaintiff's case rests, therefore, entirely upon his possession inside the interlock, or 100 acres. I will further on cite authorities on this subject. He must show 10 years of actual, exclusive, continuous, and open and notorious

(4)

possession by clearing, fencing, and similar evidences inside the 100 acres prior to April 1892, beginning with ~~the~~ color of title, which is "an instrument purporting to convey title," ^{to a defined boundary} but which does not in fact convey title."

Can the plaintiff do this? I think not possibly, and to support this contention I will sum up the evidence on the subject of possession, but I beg the court to keep in mind in studying this point that there two pieces of cleared land about which the witnesses talk with a great deal of confusion. The one is the first cleared, up the side of the mountain and is entirely outside of the 100 acres; the other is a more recent one down on the mountain side, below the first, and a part of it extends over into the 100 acres. One line of the 100 acres cuts through this lower clearing and includes a quantity variously estimated by the witnesses at from 3 to 10 acres inside the 100 acres and leaving the balance of the clearing outside. The cabin which got burned down stood on this clearing, outside of the line of the 100 acre tract. There is another cabin built more recently than the one which was burned, located up in the woods above the burned cabin, and still further away from the lines of the 100 acres. Those witnesses who know the location of the line of the 100 acre tract which goes through this clearing say that there is from 3 to 6 acres included in the 100 acres, and I think 4 or 5 acres is about the real quantity. Other witnesses put it at a larger quantity, but they evidently speak of the whole clearing and do not know that it is divided by this line.

The plaintiff takes the deposition of 16 witnesses in all and 14 of these are questioned more or less about his possession. How little of the exact facts the court wishes to

(5)

know in order to settle this controversy can only be seen by an inspection of their evidence. The first taking was in September and October '92 and I will try to summarise the evidence of each witness.

Dale C. Legg; 77 years old; does not know anything about the possession of David Meredith; only knows in a general way that Kane claimed the land 60 years ago. Claiborne Meredith held it under Kane later, and after him his son, David Meredith; knows nothing about the line of the 100 acres.

^B
W.W. Baker; 30 years ago Claiborne Meredith had possession under Kane; he cleared some land, built one double house, and two stables. ^{+ 2 or 3 mule-houses} (Note. This refers to the old clearing up on the mountain.) Dave came in after Claibe. He rented for 3 or 4 years and then bought. He has been in possession from the time he bought from the Kanes which is 11 or 12 years. (Note. ^{342 acres} This refers to the whole tract and the old clearing.) Dave ^{put up} ~~paid for~~ the house ^{on the} and 100 acres and cleared and fenced some; do not know how many acres. This is the house that Claibe lived in after returning from the Crab Orchard, ^{words} after the house burned. Dave had the house built 7 or 8 years ago. (Note. This witness is familiar with the lines of the tract and his estimate of the time the clearing was made is corroborated throughout very closely by those who know best and are most disinterested. He loosely makes the mistake of saying that the house is inside the 100 acres. This is the house that was burned down and the other witnesses locate it just outside the line of the 100 acre tract.)

Emily C. Thompson; Dave hired her husband to help build the house for old man Revis; she does not fix any date.

Thomas L. Peterson; has known the place 20 years; Claibe

(6)

lived on it under Kane; Dave lived there since '79, first as a renter and for 8 or 10 years under his own title; he has never seen Dave farming on the 100 acres, but he has hauled some timber from it. (This witness does not give the date of the clearing nor any definite information on this point.)

J.W.P. Peterson; knows nothing material on this point; he was a witness to a written lease 17 years ago from Kane to Dave Meredith; the lease stated that the land was 1-4 of a mile South of the house of ^{Alaibe} ~~Dave~~ Meredith. (The house referred to is ^{an} the old clearing and South would be in the opposite direction ^{from} of the 100 acres.)

I.P. Kane; his evidence does not bear on this point and it will be shown further on his evidence is not material in this case.

David Meredith; 35 years old; has lived on the place for 30 years; his father claimed under Kane; he quit paying rent 15 years ago; ^{He (Dave)} ~~then~~ leased 20 acres inside the 100 acres 17 years ago from Kane and went into immediate possession; he cleared some and fenced and cultivated; in October 1880 he rented from Mrs. Kane for a term and took a title bond for purchase of 342 acres; he fully paid up and got deed from Vance and Wood in April '83; he made several leases to others, including one to his mother and sister; he has about 30 acres fenced inside the 100 acres and 12 acres cleared and put in corn; he commenced to deaden timber inside the 100 acres about 17 years ago and has cleared and fenced off and on every year or two to the present time. (Note. It will be seen that naturally enough this witness was not pressed very hard on cross examination. He had it in his power to state unequivocally how many years since he did any clearing inside the 100

(7)

acres, but he fails to do so and instead he deals in generalities. On ^{this} ~~the title~~ point he says that he "commenced to deaden timber inside the 100 acres about 17 years ago and has cleared and fenced off and on every year or two to the present time." So far as anything definite can be made out of this statement he is controverted by ^{every} ~~three~~ other witnesses in the case who speak directly to the point. He files a copy of his 20 acre lease which shows that the land leased him at that time, which he says is the land he began to deaden and to work on, was in the opposite direction from the old clearing ~~and~~ from ~~the direction of~~ the 100 acres, and all the other witnesses who speak of this say that the 20 acres was some peice away from the lines of the 100 acre tract. He puts the cleared land at 12 acres. He either refers to the whole cleared piece at that place, both inside and outside the 100 acres, or else he is flatly contradicted by all the other witnesses as to the quantity cleared. He says he has 30 acres fenced. He does not say when he did the fencing, as he would probably have done, if any of it had been done more than 10 years before the bringing of the suit. The amounts he has fenced is not material, as the evidence of other witnesses shows that this fencing was done 5 or 6 years before the bringing of the suit and that most of the fenced land is still in a woods. He says he got a title bond in 1880, but he does not file it or prove its loss, unless the lease which he files made with Mrs. Kane is the title bond he refers to, which indeed I think it is, as the context will show.)

The next batch of witnesses for the plaintiff deposed in May '93.

E.T. Baker; 66 years old; has known the land in a general

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way ever since he was a boy; knows nothing about the lines nor about the possession.

W.H.Carter; 66 years old; Dave Meredith has been in possession 13 or 14 years; he first leased for a year and soon afterwards bought; some of the land inside the 100 acres has been cleared 8 or 10 years; the balance has been recently cleared. (Note. This witness shows sufficient knowledge of the facts and the last statement made is significant.)

John R. Ward; 35 years old; all the old cleared land on the 342 acre tract is on the Lee County side of the line and was cleared by Claibe Meredith; the first improvement made on the 100 acre tract was made by Dave Meredith. He does not give the dates. David Meredith has been in possession (that is of the whole boundary of 342 acres) since '79 or '80.

Jasper Eden; 54 years; David Meredith has been in possession since 1882 (that is of the whole tract of 342 acres); *8 ten acres cleared down on the mountain side & of this 8 acres are of the 10* inside the 100 acres; 30 acres ~~not~~ fenced inside the 100 acres; Josh Seymour cleared a part of this 10 acres in 1882; do not know who cleared the balance; about 3 acres of the 30 acres spoken of as being ~~not~~ fenced is outside of the lines of the 100 acre tract; this fence has been built about 6 years; for 21 years Claiborne Meredith has said that he had a claim on this land; he left it ~~at~~ one time for four years and then came back and lived at the clearing on the 100 acres for 2 years and then sold out to Vermillion and others 4 or 5 years ago.

Catherine Meredith; 49 years; Dave has been in possession about 13 years; as to the clearing on the 100 acres, Seymour made a crop on it after which she and her mother made three crops on it and the next Spring she moved out. It has been

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about 3 years since she moved out. (I give what I consider the true meaning of the witness, but her statements are confused on this point. She contradicts herself badly on cross examination.)

The next witnesses for plaintiff were introduced in May and June '94. S.W. Thacker does not testify as to possession. He shows that there is a considerable strip of the 100 acre tract that is not included in the 342 acres claimed by Meredith. The other witnesses are A.J. Thompson and J.M. Durham, whose depositions were taken in my absence and I have not yet seen them, but I understand that Thompson helped to clear land 17 years ago for Dave Meredith, but does not know where the lines of the 100 acre tract are, and therefore can not know whether or not that clearing is inside the lines of the 100 acres. Durham stated, as I am told, that he helped do some clearing 15 or 17 years ago and perhaps that this was inside of the 100 acres and that he knows the lines of the 100 acres. I can not well comment on his evidence without knowing any thing more about it, but, if he made this statement, he is sufficiently controverted to disprove it and at best it is not material to the point under discussion, as the clearing at that time was done for H.S. Kane and not under any claim of title by Meredith. I understand that he ^{says he} and his brother ~~say also~~ ~~that he~~ subsequently took a lease from Meredith which was abandoned.

EVIDENCE PER CONTRA.

Defendants introduced in all 10 witnesses. Of this number, 5 give evidence relating to the possession of the plaintiff.

Thomas Wallen; deposition taken October '92; age 61 years;

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16 or 17 years ago Claibe Meredith claimed the land; Dave was building a house under his Kane lease; Claibe forbid him to continue it, but afterwards Dave got authority from Claibe and went ahead with the work; this was above the 100 acres; he built a house on this and afterwards lived in it; there was not at that time any clearing at all inside the lines of the 100 acres; Dave told him that he was operating under the Kane 20 acre lease; Wallen was helping him build the house.

Isaac Wiseley; age 57; has known the land for 10 years; was around the lines after the land was sold to Jones; there are 4 or 5 acres of cleared land inside the lines of the 100 acre tract; this was cleared 6 or 7 years ago; Claibe Meredith always claimed, ~~I am told~~, that he owned the land himself in opposition to the Kane title; he claimed this when he sold his interest to Vermillion and Mills 4 or 5 years ago.

Claibourn Meredith; 75 years old; 50 years ago he settled on this 342 acre tract; at first he was a squatter and without title; he afterwards took a lease from Kane up to the Scott county line; Kane did not then claim over the line into Lee county; he built his house on the Lee county side, about 150 yards from the line; he afterwards took a deed from William Collier, then claimed the land as his own; Dave took a lease from Kane on the Scott county side of the line; it was not in the 100 acres; he went to Kentucky and was gone several years; he left all his goods and property on the land and left Dave in charge; when he came back, Dave claimed it all in his own name, claiming under the deed from Vance and Wood; he went back to Kentucky 7 or 8 years ago and while he was gone Dave made the clearing down on the mountain side, part of which is inside the 100 acres; this clearing was made 6 or 7 years ago;

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he gave Dave permission to build a house on this tract, that is the 342 acre tract; there was no contract with Dave, but he just told him he could live there and could build him a house on the land. (Note. I invite the closest scrutiny to the evidence of this witness. It shows that he is very old and is failing in mind, but there is every evidence that what facts he testifies to he remembers clearly and is telling a strictly truthfull story. Under a rigid cross examination, he strengthens rather than ^{weakens} ~~embarrasses~~ his direct evidence. There is a confusion in his mind between a lease contract and a rent contract. He starts out with the assertion that he had a lease from Kane, but he denies that he rented from Kane. He mantains stoutly that he did not pay~~or~~ was to pay any rent money, to Kane and no doubt ~~that~~ the fact was that Mr. Kane gave him a lease for land on the Scott county side, which he afterwards extended to the Lee county side, in order to use him as a tenant in making out a case of possession on a boundary of land which he was claiming there, and that he did this at a nominal rent and took it out in slight servises, such as his bid for a mail contract for Kane, as is spoken of by one or two witnesses. He gives the explanation of the levy on his goods and chattels which is ~~a~~atisfactory. It will be notice that he testified in October '92 while the two or three witnesses who seemed to impeach him on the point of his paying rent to Kane testify the following Spring and it was not ~~son-~~sidered of suffizient importance to rebut or explain away ~~th-~~these discrepances, which I think can be easily reconciled, in his own testimony, by bearing on mind his own confusion as to the terms "lease and rent".)

D.C.Anderson; he had the land surveyed, knew the lines,

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had charge of it, had a tenant in the only house on the land which was on the North end, ^(the clearing is on the South end) had timber cut, and was preparing to prospect the land for iron ore, ^{when this suit was brought} and he says there was only about 3 acres of cleared land inside the 100 acres and that the cabin which was in ruins was outside the lines of the 100 acres; this clearing was on the South end of the tract, whereas the one house on the tract, was occupied by his tenant on the opposite or North end; he also says that he put this tenant in possession in '91, the year before the bringing of the suit.

Thomas Orrender; 54 years old; deposition made in '94; about 7 years ago he did some clearing for Dave Meredith on his land down on the side of the mountain below the old house; he cleared up between 3 and 4 acres; just above this there were 5 or 6 acres which had been cleared before in which stood the cabin which was afterwards burned down; about the time he was doing this clearing there was a little more cleared or being cleared just below where he was at work; this was all the cleared land there was there; just above the cabin spoken of, ^(+ further away from the 100 acres) which was subsequently burned, there was another cabin in which Catherine Meredith lived; at the time he was at work there none of the land was fenced up.

The foregoing is a summary of all the evidence bearing on this question of amount of land and length of possession within the interlock, and I submit that the plaintiff has not made out his case.

III. Defendants Title.

This is derived from the grant of the Commonwealth to A.J. Pendleton, September 1856. A great deal of the plaintiff's testimony has been an attack on the validity of this

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patent, but this is fruitless since the survey the plaintiff was attacking was one to John Pendleton, the father of A.J. Pendleton, the patentee in this case. We file the abstract of the warrant and a copy of the survey, all of which is entirely regular and formal, and the deposition of Pendleton shows that he never sold or contracted to sell to A.M. Willson or anyone else any interest in this land until he sold to William D. Jones in 1887.

A glance at the paper title set out in D.C. Anderson's answer shows that all conveyances are entirely regular and the title is properly vested in defendants or rather in the principals of D.C. Anderson, the agent.

It will be noticed that we have gotten in also the title held by Claiborne Meredith through the deed from J.B.F. Mills dated May ^{10th} ~~1st~~ 1894. The pleadings, the deposition of J.C. Scott, and the deed itself all show that it was given in pursuence of a contract made with Jones in his life-time by Mills. This branch originates with a deed from William Collier to Claiborne Meredith dated September 7th 1876 and under which we are entitled to the benefit of all of Claiborne Meredith's possession adversary to that of Kane. Your Honor can not fail to notice that all along the line Claiborne Meredith has laid an independent claim to all of this land lying on the Lee county side. He began life there as a squatter. Mr. Kane had great trouble in getting him to recognize his title, even up to the Scott county line. Later Mr. Kane seems to have laid claim for a distance over into Lee county and his wealth and power probably for a while overawed old man Meredith from openly insisting on his claim, but about the time of Mr. Kane's death we find old Claiborne getting this color of title from

(14)

William Collier and from that time on he openly and notoriously claims the land as his own.

For the hostility of Kane vs. Claiborne Meredith see deposition of Dale C. Legg and W. H. Carter. For the facts that old Claibe held claim to the land as his own see the depositions of Jasper Eden, who says that Claibe had been laying claim to the land for 21 years, also Thomas Wallen, who says that he claimed it 16 or 17 years ago, and Isaac Wiseley says that he has always claimed it for the 8 or 10 years he has been in the neighborhood, also the depositions of J. C. Scott and Harvey Young supporting the evidence given by Claibe Meredith Himself. It is abundantly proved furthermore that this open and notorious claim on the part of Claiborne Meredith existed down to the time of his sale to Mills and Vermilion which is a bar to the claim of David Meredith that he held exclusive possession of the land. And, as he does not connect himself with the Kane title or the Kane possession, he can not set up this ^{title or possession} against this branch of our title, with its possession under Claiborne Meredith, until he got the deed of 1883, at the furthest and, as I ^{have} already remarked, the element of exclusiveness in possession is totally lacking from David's claim during all the time that he allowed his father to live on the land and claim it as his own down to the time that he sold and conveyed to Mills and Vermilion, and I remark in passing that the evidence shows that Claiborne Meredith lived on the cleared piece down on the mountain side, which is the part in the interlock, down to the time he sold to Mills and Vermilion. There is no evidence to show that he lived there as the tenant of David, but all the evidence on this point is that he claimed it as his own while he was living there.

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And again in this connection I wish to call particular attention to the conduct of David at the arbitration.

See deposition of Harvey Young. Upon this occasion he did not rely upon claiming under the Kane chain of title, but on the adversary claim of his father through the Collier deed and his possession under it, having thus renounced on that occasion the title that he is now seeking to uphold, in favor of one prong of the title he is now seeking to attack. Will ~~the~~ court of equity allow him to blow hot and cold in the same breath?

IV. Defendant's Possession.

There is no necessity for the defendant in the attitude of this case to show any ~~case of~~ possession whatever, but I will briefly call attention to the early acts of possession on this land by A.J. Pendleton, although he moved away at the beginning of the war and did not afterwards live near the land. He always kept his claim a live and open one until it became worth something to him and he sold it to Jones. He paid no tax on it, but he tried to get it listed for taxation. This, however, cuts no figure, as it was never returned delinquent or in any way forfeited. Since Jones acquired it, taxes have been regularly paid and all the acts of possession and ownership incident to a tract of wild land have been exercised. Isaac Wiseley stated in his deposition that in 1886 he told Dave Meredith of this claim of Pendleton and warned him that he would best compromise. He offered to compromise it with Pendleton, and with Claiborne also, for a roan horse. David did not doubt or deny these adverse claims of his father as well as Pendleton, but thought the price was too high. I wish also to call particular attention

(16)

to J.C.Scott's ^{deposition} in this connection. About the time of the purchase by Jones from Pendleton, Scott bought some timber from this tract from Meredith and was proceeding to move it when he was stoped by W.D.Jones. David then recinded the contract and sold him some other timber. Scott bought in a half interest in the Claiborne Meredith claim and fixed the matter up with Jones and went ahead and finished hauling the logs and sawed them into lumber. Meredith then sued Scott for the purchase money for these logs. Scott ^{filed a plea} ~~failed~~ in the case at Jonesville and thereupon Meredith withdrew his suit and abandoned it.

Authorities

For a brief and clear summary of the law of Adversary possession see 2 Minor Insts pgs 571 - 577 -

"It must be long, uninterrupted, honest and adverse" (p 572)

"It must consist of an actual, exclusive, continued, visible, notorious and hostile possession under a colorable claim of title" (p. 573 - citing, *inter alia* Dawson vs Watkins, 2 Rob 269; Taylor vs Burnides, 1 Gratt 186, 190; Thomas vs Jones, 28 Gratt 383 and Nowlin vs Reynolds 25 Gratt 141)

"When the commonwealth grants lands to a first patentee, it puts him constructively into possession, notwithstanding at the time of the execution of the patent there was an actual occupation of the premises by another person, for such person's possession (as the Commonwealth

is incapable of being dispossessed) cannot
be adversary, and such elder patent is valid
 continues until some one actually enters by a
pedis positio under an adverse claim of
 title" &c (p 574)

For a full & clear discussion
 of the law of adversary possession
 in Va see

1. Watt 165. Taylor's Dows vs Remonders

1 " 211. Overton's heirs " Davisson

These are leading cases in this state
 and are so well known to the Court
 that it is unnecessary to outline
 what they hold

"Hutchinson's Land Titles" pages 227
 & following Treats of every phase
 of this question, giving all the
 Va & N. Va authorities on the sub-
 ject.

The substance of all is that the junior
 claimant (in this Mendith) must enter
 & actually occupy some part of the
interlock & hold it adversely & con-
tinuously for 10 years prior to the filing
 of his suit.

Lastly the burden of proof is on Mendith
 see Hutchinson L. 7. pg 236 authorities cited

June 12-94

R. T. Irvine

Mendith

Brief on Equity Jurisdiction

53

Anderson -

82 V^e 474 - Bazem vs Henslee
Henslee held under pat. of 44 + 46 with
continuous possession - Bazem in '82
got in an old pat. of 1795 - & entered
Injunction brought by Bazem setting up
his title & possession. By agreement sub-
mitted to court to decide "the title & all other
questions". Held on strength of this promise
entered him self to perpetuate Inj -

Issue whether this under the agreement is
to be regarded as Ejectment, or a chancery proceed-
ing by Inj, without regard to outstand-
ing title in third party -

4 Min. 472. Inj lies for Trespass on lands -

" 475 - Do lies for waste -

And as an incident to both the court will
require an account & payment of damages suffered

10 Watt 386 - Anderson vs Haways heirs is a
case in all fours with this case -

There the question was purely one of title
between a grant to Haway, of 1787, for 2100
acres & a grant to Ross, of 1785 for 1200 acres.
There was an interlock, in which was iron
ore, for which the land was chiefly valu-
able. Injunction was brought by Haways heirs
against Anderson, setting up possession for
the statutory period within the interlock.

and the vice and answer made the title the only question in the case.

The Injunction was granted & perpetuated & the Appellate Court held that Equity had proper cognizance of the case.

On page 398 the Court says: "They might have instituted their action of trespass against the appellant; but were they bound to do so before, or instead of applying to a court of Equity to restrain the appellant from further trespasses on the property in dispute? I think not."

The practice of courts of Equity of interfering in such cases by way of injunction is one comparatively of recent origin, but the jurisdiction is now fully recognized and well established by cases both in England & America."

The principles of this case cannot be distinguished from those of the case now under discussion

On Injunction of Chancery Rec. Port.
Ch. Practice Vol II p 846 et seq.

Brief on
Jurisdiction
by
R. J. Johnson
Memorandum
for
Anderson

Lee Circ. Ct

Meredith & Brief
vs for
Anderson et al & Defts

(1)

David Merideth

v

D. C. Anderson et als.

This is a bill to stay waste, by the defendant as agent of Wm McGeorge for and his associates - all non residents. And the long continued possession of the plff and those under whom he claims will justify an injunction regardless of the question of title. see Basore v. Henkle 82, Va. 474

But it is submitted that we have a good and indefeasible title.

These lands were conveyed, by Nathaniel Taylor by his agent A. Johnson to Jacob. Mileham by deed bearing date Nov. 1815, 79 years ago.

Jacob. Mileham conveyed these lands to Daniel Blakemore by deed bearing date July 14th 1817, two years afterwards. But in 1834, these lands were returned delinquent in the name of Jacob. Mileham and were sold, and by deed bearing date the second day of Jan. 1837, John S. Martin conveyed them to Henry S. Kane.

In the mean time Walter H. Mileham - by deed bearing date Aug. 1 1826, conveyed part of this same tract to Wm King - His right to do so is not shown -

Com King, by deed bearing date Aug. 1 1825 having been arrested under a ca sa, conveyed these lands to Rubie Mc Culley High Sheriff of Scott County.

Rubie Mc Culley Sheriff by deed bearing date ~~Jan 2 1837~~ ^{Oct-10 1846} Conveys these same lands to Henry S. Kane.

John Martin Com of Delinquent lands by deed bearing date Jan 2^d 1837, Conveys to Henry S. Kane the lands, Conveys to Jacob. Wilhelm Delinquent for the Taxes of 1834

Henry S. Kane dies in the possession of these lands, and Charles R. Vance and J. H. Wood are appointed Commissioners to sell these unencumbered lands, and they sell them to David Merideth the plff in the year 1880, and by deed bearing date April 9. 1883, they convey the same to the plff: and this deed recites that they made sale thereof on Oct-13, 1880. But Merideth recited these lands from Sarah Kane Queen 1879 S. W. Thacker, a surveyor, files a map and shows the plffs deed of 342, covers the land, and that lies within the bounds of Taylors deed to Jacob. Wilhelm, and thus connects the possession, of H. S. Kane,

Extract of Authorities

6. Peter 512.

"If it were necessary, an unobscured possession for 30 years would authorize the presumption of a grant. Indeed under peculiar circumstances a grant has been presumed from a possession less than the number of years required to bar the action of Ejectment, by the Statute of Limitations"

16th. Peter.

It appears too, that the wharf and warehouse were erected by Holman on the lot in dispute as soon as it was susceptible of occupation. There fast connect. Since the possession of the adjacent lot since 1795. to 1842. when the case was decided but was brought at least 5 years before. 1837 — 58 years was its time. Presently a strong ground to presume title.

meridient

D. C. Anderson et al.

The Bill alleges Title, by occupancy under a deed from Vance Wood, Comrs who sold the land, of H. S. Kane deceased, - His deed bears date Apr. 9th, 1883, but the possession of his father under Kane runs back for many years, and the sale of the Comrs was in 1880. The tract contains and his deed covers 342, of which the defendants claim title to 100, known as the John Penellton or A. J. Penellton tract.

On or about, Apr. 2nd 1892, more than ten years after the plaintiff's purchase, D. C. Anderson acting as the agent of one Mr. Geary and his associates, entered upon portions of 100th Penellton tract to cut & remove, and did cut and remove a part of the timber under a claim of Title - To prevent this waste, this trespass, and this forcible entry and irreparable injury by non-remedy the plaintiff sought and obtained an injunction.

The defendants answer this injunction, and seek to justify themselves by asserting title to a part of the 100 acre Penellton tract.

The plff proves by numerous witnesses, his possession under his deed, of a part of his 342 acres of which the Penellton Tract is a part and his claim to the whole, and the plffs prove we find,

The plff Proves, Dale C. Legg, Mr Kane's claim to this land as far back as 1854, and had never been out of it during the time he knew it, and had that is H. S. Kane possession of it about 60 years, and the C. Merideth was Kane's tenant until the plff came in H. W. Holdways hand write is proven by J. O. Kane,

W. B. Baker prove Merideth's possession and Kane's claim for a number of years, and all about the claim of S. C. Merideth, a tenant of Kane and a man under whom the defendant's claim.

Emily B. Thompson, Prove the erection of a house & claim to the land many years back, she proves the signatures of John Penellton -

Thomas L. Peterson.

Proves C. Merideth as Tenant of Kane,
and D. Merideth claims under Kane
in 1879. The 100 acres lies in the bound-
ary of the 2000 acres belonging to
Kane. Proves D. Merideth possession
under Kane, and proves the land in
controversy lies in the 2000 acres claimed
by Kane. Proves Kane possession for
20 years. Proves act of timber
cutting on 100 acre tract.

J. W. P. Peterson.

Who proves act of
ownership -

David Merideth

Has known the land as
long as he could remember is 35 years
of age & as far back as he could
remember his father had been a Ten-
ant of Kane. - Proves the 100 part
of the 342, and was leased from Kane,
and proves his own possession for
17 years. Leased a part 100 from
H. S. Kane in 1879, Has had posses-
sion 12 years before suit. The one hundred
acres is part of the home place and
was first rented by him & then pur-
chased in 1880. Has leased & rented part of
the 100 acres, and files rental contract of
1884. Has farmed cleared fence and sold timber
off the land ever since he purchased it.

Rented part of 100 acres, to Newton Durham
Reids, Frank Wade, Wm Seymour & Joshua Seymour
then to Francis & Catharine Meredith. Has fence
about 30 a of its 100 a tract.

D. C. Anderson never interrupted me until
they began to cut the logs. Last Spring 1892
has had open possession for about 17 years
13 years under rent contract and 12 years
under his deed. Has never for 30 years
known any one to claim any part of
the 342 a. except Kane.

Elihu T. Baker proves Kane's possession
for many years, and prove C. Meredith's
tenancy.

W. H. Carter to same effect.

John R. Word to same effect.

Jasper Edens, gives a very accurate
proof of 30 years cut.

Clifton Meredith Jr., proves Daniel pos-
session of the 100 a. tract 13 years,
and he lived on the 100 a tract 5 or 6 years.

S. W. Thacher.

Page 11 of notes depn 112 of batch
D. B. shows the survey a plff title.
The deposition of R. T. Davis proves
Mills deed.

A. J. Penellton.

Shows he never had possession actual
and had abandoned for 30 years.

D. E. Anderson.

The answer admits he is the agent of Wm McGeorge Jr. and others, his associates, and at the time the injunction was served engaged in cutting & preparing timber for market, on the 100^a tract - and which he supposes are in the lines of the tract of land mentioned (342^a?)
Then then cites the A. J. Penelliten 100^a tract - and on Aug. 27 1887 Penelliten sells to Jones, (Penelliten never having had possession, and never paid taxes or laid claim since the date was see A. J. Penelliten depro)
The answer then traces the title down from Jones to the defendant.

The answer asserts Penelliten possession from 1854, but fails to prove any.

Admits he knows of the small clearing by C. Merideth, and claims C. Merideth had acquired & claimed the land as his own, the proof shows him all the way through, the tenant of H. S. Kane.

It then recites the Harvey Young arbitration but Young was beaten & the land awarded David Merideth, the answer shows this and therefore, the deft knew of Merideth's claim at the time they entered - The answer so where correct on all entry than the cutting of timber at the time served with the

D. C. Anderson

keeps.

Came to Wise County to take charge
of the land in 1891 - And prove
no older claim -

The deposition of
Thomas Waller, proves C. Mericeth's
claim, and undertakes to state
lines & survey, he never saw nor
knew of nothing of -
John Martin who proves nothing -
Travis Wiley who undertakes to
prove a claim of C. Mericeth which
is disproved by every other witness -
and from a sale to Mills for \$125 -

Charles Mericeth sen.

Then proves his claim not the 100
acres but to 300, when all the proof
shows him a tenant of Kane -

He says he informed Kane of Ouellet's
entry & Kane attacked O. about it -

J. C. Scott who proves his pur-
chase after full notice of David's
Mericeth claim, and after he had
purchased the timber from him.

Then Alexander who clearly proves
David Mericeth's claim & possession
5 or 6 years before the plat entered.

Harvey Young,

who proves David Meredith's claim
by arbitration in which Meredith
won etc 100 acres of land, about
the clay of 1883 or 1884, ~~more~~
^{nearly} ~~than~~ ten years before this suit.

R. T. Irvine who proves title papers
of Mills.

A. J. Penickton who proves he
never had actual possession and that
he had abandoned for 30 years nearly

Kane's claim is fully proven for
60 or 70 years under color of title.

and a grant will be presumed in
30 years peaceable possession
6th. Peter 512. top page. bottom 44³

Record 2. Williams & Wheaton 57

Waters v. Holmes cases, 16 Peter page 53
rule 55 - Carter v. Robinson et al
429. 30th Grant -

On the strength of long continued pos-
session an acquisition will be perpetuated
for waste independent of title.

82 Va. - Va. Min & Iron Co. v. Haver, P. 449

Burre v. Heekle 82 Va. P. 474.

89 Va. 393 Anderson v. Roseland Iron & Coal Co.

We brought this suit ^{to}
before the same court, & keep it till we finish
the business -
Chambers' Introduction -

Book
of A. L. Profferson
Wardwick
Dr.
Acc'd to us

(11)

Adverser.

We submit, Kane's death is clearly proven, by the deed of vacant wood, the recital of that deed not being excepted as evidence of the facts recited.

Adverse possession may be taken under a contract of rent and then will be taken on to an after conveyance as cited 82 N. Ante.

David Wendt clearly prove he rented from H. S. Kane 1878-17 years ago part of 100 acres that every year since he has cleared part thereof - and has claimed the possession of the same ever since either as tenant of Kane or as purchaser, he also prove the death of Kane.

No clear case of adverse holding was ever made out from as far back as 1837.

Mr. Davis labor hard to sustain old claim Wendt, whose pretense to ownership is only made out by his after contracted statements, and its atty. apology is were there the old man's attempted fraud upon his land lord.

It is clear Merideth's possession
is an honest open continuous
and adverse one, known to the
defendants to have been con-
tinued for 5 or 6 years at the
very least. Why then did they
with force and, numerous people
enter, why not sue if they had
faith in their title - No they want
to force us. And we are, not
they to be driven to sue for that
which we possess.

We submit our peaceable pos-
session entitled us to this injunction
regardless of title.

It may be that the Court would
stay final orders and give the
defendants time, if they are so
advised, to try their title at law
that is all they can expect.

Mr Irvine - we think misconceiving
Thacker's depo. He shows the 100 acre
inside the 342, and that the Johnson
deed covers the disputed land.

We think Mr Irvine's conclusion
on the evidence is by no means
born out by a careful reading of
the depositions. He undertakes to say

David Merideth did not know what he was talking about. This must be because he could not contradict him, and if he is to be believed his possession under his own deed is a fatal stab to the defendant.

The latest case on overlying possession "Mudney v. Rowland Iron & Coal Co 89 Va 393" reverts to the true doctrine - a possession of a part of an interlock

where no actual possession of the older grant is possession of the whole

If so the plff must prevail

We submit that the evidence shows title in Merideth or at least such a claim as requires the defendant to proceed at law -

Respectfully

A. L. Phillips

David Meredith Case

Curran ^{Wm} M^{cy} George Jr. in Fee 5/8
Rescy " Huston - 1/8
P. Lawrence French (Fee) - 2/8

Equity of Redemption &c in Jones & his heirs &c

No affidavit of non-residence of M^{cy} George

David Mindett

1/ Grounds of Dues
03}

D. C. Anderson

KNOW ALL MEN BY THESE PRESENTS. That we *David Merideth and C. C. Stout* are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Fifteen Hundred*

dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *4th* day of *April*, one thousand eight hundred and *Ninety two*

The Condition of The Above Obligation is Such, That whereas the above bound *David Merideth* on *his* bill in Chancery against *J. C. Anderson et al*

addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to enjoin and restrain *Wm Mc George Jr. D. C. Anderson* their agents or employees from cutting the timber in the belt mentioned in the bill described, till the further order

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

he, or some one for *him*, shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of *Fifteen Hundred*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *David Merideth* shall pay all such costs as may be awarded against *him*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

J. A. Hyatt } *David Merideth* (SEAL.)
C. C. Stout } *C. C. Stout* (SEAL.)
_____ } _____ (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee *C. C. Stout* and made oath that *he has* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay, *is* worth the sum of *Two Thousand* dollars, over and above exemptions allowed by law.

Given under my hand this *4th* day of *April* 18 *92*
Teste: *J. A. G. Hyatt* Clerk.

David Merideth
vs 3 Bonds

J. L. Davidson et al

Executed & filed
April 4th / 1892.
J. H. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we

C. C. Stout
and Harvey Young
are held and firmly bound unto the Commonwealth of Virginia, in the sum of

One Thousand dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *15th* day of *August*, one thousand eight hundred and *ninety two*

The Condition of The Above Obligation is Such, That if the above bound *C. C. Stout* shall faithfully perform the duties of *his* office or trust, as *Receiver*

under a decree of the Circuit Court of the County of Lee, pronounced on the *16th* day of *June*, 1892, in the suit therein depending under the name and style of *David Meredith* Plaintiff vs. *D. C. Anderson et al* Defendant

and properly account for all sums of money *he* may receive as such *Receiver*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

C. C. Stout (SEAL.)

Harvey Young (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day *Harvey Young* suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that *he* has estate after the payment of all *his* just debts, and those for which *he is* bound as securit for others, and expect to have to pay *is* worth the sum of *one thousand* dollars.

Given under my hand this *15* day of *August* 1892

Teste:

J. A. G. Hyatt Clerk.

David Merittelli

vs ³ Bond

D. C. Anderson et al

Filed Aug 15/87

J. A. L. H. W. T. C.

In the Clerk's Office of the Circuit Court of the County of Lee on the 25th day of

April 1892

David Meredith Plaintiff

against

J. Q. Henderson et al Defendant

The object of this suit is to

And an affidavit having been made and filed that the defendant

not a resident

of the State of Virginia, is

ordered that

do appear here, within

after due

publication hereof, and do what may be necessary to protect

interest in this suit.

And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

p. q.

J. B. Smith Clerk.

James H. H. H.

by order

Wm. H. H. H.

L. L. H. H. H.

I certify that I
delivered an office
copy of the
of the Republican
Publication on
the 25 day April
1842 and sent
a like copy to
at the C. H. room
on 1st day May
Term 1842 of the
County Court
J. H. H. H.

The Commonwaalth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

Wm McGeorge Jr
and D. C. Anderson

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the ~~first~~ ^{third} Monday in
April 1892 next, being rule day to answer a bill in Chancery exhibited in our said Court against
them by *David Merideth*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse, This *12th*
day of *April* 18 *92* in the 11th year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

(P)
David Meredith
vs
Sparrow

Wm. McGeorge Jr et al
vs
Lo 2nd April Rules 1892

Exceeded Apr 15th 1892
by delivering ~~into~~
office copy to D. C.
Anderson.

Wm. McGeorge Jr

clerk forward

J. C. Wade

Deputy of

D. C. Anderson

D. C.

Injunction being granted and
the necessary bond having been
executed and filed, The Defendants
their agents and employees are
restrained from cutting, hauling
using, or selling timber on the
lands claimed by Plaintiff on
East side of Jewells mountain
near Woods Mill. J. A. Hyatt

In the clerk's office of the circuit court
of the county of Lee on the 25th day of
April 1892.

David Merideth, plff.
vs.

In

D. C. Anderson, et al defts.

Chancery

The object of this suit is to enjoin the
defendants, their servants, agents or em-
ployees from cutting the timber from the
lands in the bill mentioned, till the fu-
ture orders of this court. And an affi-
davit having been made and filed that
the defendant Wm. McGeorge, jr., is not
a resident of the State of Virginia, it is
ordered that he do appear here within
fifteen days after due publication hereof,
and do what may be necessary to protect
his interest in this suit. And it is fur-
ther ordered that a copy hereof be pub-
lished once a week for four week's in the
Lee County Republican, and that a copy
be forthwith posted at the front door of
the courthouse of this county.

A copy—teste:

J. A. G. Hyatt, Clerk.

A. L. Pridemore, p. a.

apr 21 41

Virginia. Lee Co. To-wit:
I Geo C. Coleman, the
ed & publisher of the Lee County
Republican, a newspaper
published in the town of Jaws
ville, in the county of Lee
Virginia. do hereby certify that
the foregoing order of publica-
tion was duly printed in the
said newspaper for four suc-
cessive weeks from and after
the 1st day of April 1892
Ending May 21st 1892

Geo. C. Coleman
Ed. Lee Co. Republican

Printers fee \$5

David Meredith
Drs Certif
icate
no 3

D. L. Anderson
et al

Filed May 24th 1892
J. S. Hyatt

For fee \$5.00